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### Current Topics.

#### Business of the Court of Appeal.

THE USUAL statement at the close of the sittings, as to the progress with the King's Bench appeal list, was made by Lord Justice BUCKLEY on Tuesday. He said that as regarded two Divisions of the Court of Appeal—the third Division which had been presided over by the Lord Chief Justice, and the division of the court which he himself presided over—there were at the beginning of the present sittings, awaiting hearing, 154 final appeals. Ninety-nine of these had been disposed of, leaving 55 of the original list. To these had been added 67 new appeals, so that the total for hearing now was 122. There had therefore been a gain of 32. Of the 99 appeals disposed of, 47 were heard in this court, and 35 in the Lord Chief Justice's Court, and 17 had been withdrawn. In January they were dealing with appeals set down the February of the previous year. The cases they were now dealing with were set down in November last. In the Lord Chief Justice's Court, where so much time could not be given to the hearing of appeals, they were hearing appeals set down in August. The result was that the final appeal list had been reduced by 99. Taking the whole period from last October, the list of 178 final appeals, which then stood for hearing, had now been reduced to 122. That was a matter of congratulation, and they were indebted to the Lord Chief Justice for his assistance. In the Interlocutory List there were no arrears at all. Eight days of the sittings had been devoted to hearing Admiralty appeals, and nine such appeals were disposed of.

#### Trading with the Enemy.

WE REFERRED last week to the decision of Sir SAMUEL EVANS in *The Panariellos* (*Times*, 23rd March) that all intercourse with enemy subjects is unlawful, notwithstanding that it has in it no commercial element. The same view had been previously expressed by ATKIN, J., at the Central Criminal Court on the trial of JULIUS OPPENHEIMER and Another for trading with the enemy. The original object of the Trading with the Enemy Act, the learned judge is reported to have said (*Times*, 19th February), "was to carry out that which was a rule of law quite

apart from statute—namely, that when this country was in a state of war with another country intercourse between the subjects of the two countries was to be stopped." A *dictum* of this kind at the Old Bailey is, perhaps, not entitled to much weight, especially when it represents a retrograde view of the effect of war on the relation between individuals, and the Court of Criminal Appeal, in dismissing an appeal against the sentence (*Times*, 31st ult.), has not found it necessary to endorse the *dictum*. The prisoners had, after the date of the Proclamation of 5th August, obtained from Germany certain lithographic transfers which, apparently, by the course of trading between OPPENHEIMER and a firm of printers at Nürnberg, were already his property. No payment seems to have passed. Now the Proclamation of 5th August prohibits the supplying to or obtaining from Germany of any goods, wares, or merchandise, and clearly the transaction was within the liberal meaning of this prohibition. The goods were obtained from Germany. On the other hand, the whole purport of that Proclamation, as well as of the later one of 9th September, was to prevent payment of money to, and commercial transactions with, the enemy. The mere obtaining of goods from Germany, where this has nothing to do with commerce, cannot fairly be brought within the Proclamation, and the Lord Chief Justice, in delivering the judgment of the Court of Criminal Appeal, did not suggest such a construction of the Act. He affirmed the conviction on the ground that "the goods were supplied from the enemy country under a commercial contract, in consequence of commercial relations, and as the result of commercial intercourse between the enemy and a British subject," and, this being so, there was an obtaining within the meaning of the Proclamation. The pointed way in which "commercial" is introduced in this passage seems to be a clear indication that it is only commerce at which the Act and Proclamations are aimed, and hence there is no general statutory prohibition of intercourse with enemy subjects. We venture to repeat the view that it is quite too late to drag out archaic law, and maintain that intercourse of all kinds is prohibited.

#### The Sinking of the Falaba.

CONSIDERATIONS such as those we have urged in favour of maintaining the feasibility of non-commercial intercourse between subjects of belligerent states—its practicability is another matter—depend, of course, upon progressive ideas with regard to war; first, that it should affect only the belligerent forces, and next, that the belligerent forces should observe the rules by which international law has sought to mitigate the barbarity of war. In existing circumstances it may be thought that such a line of reasoning is hopeless, and the latest crime of Germany—the sinking of the liner *Falaba* and ruthless drowning of many of her passengers and crew—is directly at variance with both principles. But in this respect it is no worse—in its actual horrors not so terrible—as the outrages of the Germans in Belgium. And possibly those who identify the German people with their rulers, and bring an indictment against the whole nation—once said to be an impossible task—are right. But it may be more in accordance with facts, and certainly it gives more hope for the future of Europe, if we distinguish between the German people and the German Government and decline—whatever may be the appearance of popular "hate"—to identify the former with the crimes of the latter. The distinction will enable the civilized world to concentrate its anger, and in due course, it may be hoped, punishment, on the real authors of the present outrages. It has taken a long time to rouse feeling in neutral countries against Germany's lapse into primitive barbarity, but it may be that even President WILSON will not be able much longer to balance the scales between right and wrong, and pretend an equal friendship for each.

#### Mr. Balfour on Reprisals.

THE DIFFERENCE in the conduct of the war between British and German policy has been well put by Mr. BALFOUR in the statement on the Allies' blockade of Germany which he has drawn up for circulation in the United States, and which was printed in the *Times* of the 29th ult. It has been objected in America that the blockade is wrong as regards neutrals, since it

discriminates between different nations; United States shipping suffers while Scandinavian shipping does not; though it is of the essence of a blockade that it should be impartial. A blockade—so runs Article 5 of the Declaration of London—must be applied impartially to the ships of all nations. Mr. BALFOUR has the ready answer that the discrimination is the result, not of a deliberate policy, but of a geographical accident. Moreover, if the blockade is not technically in order, it errs only in the desire to avoid inflicting on neutral shipping the hardships of a formal blockade, and it does not involve the confiscation of neutral shipping, or of neutral goods, other than contraband. And as regards the objection that Germany's breaches of international law do not excuse breaches on the part of Great Britain, Mr. BALFOUR draws a distinction between international morality and international law. "There are," he says, "German thinkers of distinction who deny that any such morality exists; but this, happily, is not a doctrine which has any chance of acceptance amongst English-speaking peoples." International morality is absolute, but with international law it is different. In the absence of any sanction to enforce it, international law is conditional on its observance by each side, and if one side breaks it, the other is driven to retaliation. Naturally, Mr. BALFOUR repudiates the idea of retaliation in kind. After referring to the plundering of private property, the shooting innocent civilians, outraging women, and wantonly destroying works of art, he asks:

Could [the Allies] right y do to Germany all that Germany has done to Belgium? Assuredly not. I preach no such doctrine. These things were brutal and barbarous before the law of nations took formal shape; they would remain brutal and barbarous if the law of nations fell into desuetude. Germany would indeed have no right to complain of retaliation in kind; but this would not justify us in descending to her level. The policy which I am defending has no resemblance to this. It violates no deep ethical instincts; it is in harmony with the spirit of international law; it is more regardful of neutral interests than the accepted rules of blockade; nor is the injury which it is designed to inflict on the enemy of a different character from that inflicted by an ordinary blockade. And, lastly, it is a reply to an attack which is not only illegal, but immoral; and if some reply be legitimate and necessary, can a better one be devised?

Sir Henry Hawkins.

THE QUESTION as to the merits of the late Sir HENRY HAWKINS, afterward Lord BRAMPTON, which has been raised by Sir EDWARD CLARKE'S *Cornhill* article, is a singular illustration of the maxim, *Tempora mutantur et nos mutamur cum illis*. There was a time, barely fifteen years ago, when none would have had the moral courage to discuss in public the merits of Mr. Justice HAWKINS. For in the eighties and the nineties of the last century this famous common law judge held an unique place in the appreciation of the English public. It was not merely that he was the best known legal advocate of the later Victorian Age, or shared that distinction with Sir CHARLES RUSSELL alone. It was not merely that he was the most commanding figure on the puisne judicial bench. Rather he was to other "ordinary" judges what ARNOLD of Rugby was to other schoolmasters—the figure which in some way seemed to embody all that tradition had taught Englishmen to reverence and fear in the judicial character. He was admired, he was feared as only a schoolmaster is ever feared in a civilized community, and he would have been respected but for the presence of his dog on the bench and his own absences on the race course. What causes this sentiment, it is far from easy to say. HAWKINS was not a bully and he was never cruel. He had, it is true, a tendency to sum up for the prosecution in criminal cases, but this is by no means a characteristic unusual in judges. He never affected an air of tearful distress when he put on the black cap to pass a sentence of death—though on at least one occasion he made the sentence inaudible, since he did not intend it to be carried out; but, on the other hand, he never indulged in pharisaic rhetoric at the expense of the wretch on whom he passed the just sentence of the law. His terms of penal servitude were long, but he only once passed a sentence of corporal punishment—and he afterwards frequently said that he regretted having passed even that one sentence. The awe of him was due rather to a certain coldness, a certain sternness of

look and manner, an utter lack of the surface geniality which means so little in reality, but helps so much to smooth the daily routine of life, and an air of utter indifference to all that was human and full of colour in the case that he happened to be trying. He wore, as no judge before or since has ever succeeded in wearing, that inhuman air of complete detachment from sympathy with joy or suffering which in private life we describe as callousness, but which English tradition has rather expected its ideal criminal judges to exhibit on the bench.

#### The Penge Trial.

IT IS TO THIS ATTITUDE OF MR. JUSTICE HAWKINS, we think, that he owed his popular title of "the hanging judge." It is to this also that he owed the dislike, at the hands of Sir EDWARD CLARKE, which he had evidently earned. For Sir EDWARD CLARKE is the most human of men and was ever the most human of advocates. In his warm and genial, although earnest and even a trifle punctilious, disposition it was easy to forgive the domineering ways of Lord RUSSELL OF KILLOWEN, because of the latter's passionate love of justice; and the unceasing persiflage of Mr. Justice DARLING—although it never succeeded in gaining a sycophantic smile from Sir EDWARD in court—he can excuse because of the very human spirit that lay behind it. But the cold indifference of Sir HENRY HAWKINS he cannot endure, and therefore he goes on to read into the great judge's character a hardness of heart and an utter unscrupulousness which did not really exist. The Penge trial is, perhaps, the best test case. It was almost the first criminal case which Mr. Justice HAWKINS tried after his elevation to the bench, and it was the scene of Sir EDWARD CLARKE'S first great forensic display of advocacy. It took place in 1878. Penge was then a rural locality, and in a lonely cottage there an artist starved his wife to death while he lived with another woman; the artist's brother and the sister of his mistress lived in the cottage with him while his victim was slowly sinking out of life. The whole case turned on the existence or otherwise of a common understanding on the part of all four that the wretched woman should be slowly deprived of food and comfort until her health gave way beneath the hardships imposed upon her, leaving the artist free to marry his mistress. In such a case direct evidence as to the aim of the parties does not exist; their intent has to be inferred from their course of conduct. We ourselves, on all the evidence, are inclined to give them the benefit of the doubt; we think the evidence proves no more than criminal negligence, coupled with a hope in the hearts of all four that the victim of their negligence might relieve them of an embarrassing situation by dying. We do not see convincing proof that they intended actually to do her to death. Sir EDWARD shares this view, we presume, and the Home Office took it after all four prisoners had been convicted and sentenced to death. The sentences were commuted for penal servitude in three cases, and the fourth prisoner received a free pardon. But one should not accuse Sir HENRY HAWKINS of unfairness or cruelty because he thought the fell intent fully proved, and if his summing-up pushed the legal theory of constructive murder a very long way, he is not the only English judge who has pushed that doctrine far. Perhaps the best comment on the case is, that it shews the danger of leaving a single judge to settle points of criminal law. The wider vision of a Court of Criminal Appeal is needed.

#### The Limits of the County Court Equitable Jurisdiction.

THE EQUITABLE jurisdiction given to county courts by section 67 of the County Courts Act, 1888, is subject to a £500 limit, and, in particular, claims in the administration of the estates of deceased persons cannot be made in the county court where the estate exceeds £500. Section 68 provides that if in the course of the action it appears that the limit is exceeded, the action is to be transferred to the Chancery Division; while section 114 says that where an action is commenced without jurisdiction, it is to be struck out unless the parties consent to the jurisdiction. As regards the £500 limit in equitable matters these sections are contradictory. If the estate is in fact over £500, then there is no jurisdiction and the action should be struck out under section

114; but if this does not transpire till after the action has commenced, then it should be transferred under section 86. In the case of *Sunderland v. Glover* (*ante*, p. 91; 1915, 1 K. B. 393) a Divisional Court (COLERIDGE and SHEARMAN JJ.) had to reconcile this divergence, and they did it by saying that section 114 only operates when it appears on the face of the proceedings that the limit is exceeded. In such a case the action must be dismissed. But if the amount of the estate is in dispute, then the county court judge must hear the action sufficiently to decide the value of the subject matter; if it is not over £500, he will go on to decide the action; if it is over £500, he will transfer it. This leads to the curious result that the county court judge may have to decide the main point in the action as a preliminary to transferring it. In the present case the plaintiff claimed that a sum of £350 handed by a testator to the defendant, who was one of his executors, was a loan, and not, as the defendant alleged, a gift. If the plaintiff was right, the £350 would come into the estate and make it exceed £500—the report in the Law Reports seem to be wrong in its figures, for it gives the net value as stated by the defendant at £715 8s. 9d., and this presumably would be without the £350—while if the defendant was right it would be less than £500. Thus if the plaintiff succeeded, she would at the same time shew that the case ought to be removed to the Chancery Division. No doubt in practice this might not be necessary, and the plaintiff, in proving that the estate was not within the county court jurisdiction, might get all she wanted. But it is quite probable that it might be only the prelude to a Chancery action. The case was remitted to the county court, and it would be interesting to know what happened to it there. SHEARMAN, J., said that the Chancery Division would be bound by the finding of the county court judge—that is, as to the existence of the debt. We are not at all sure that this would be so.

#### Mr. Seargent S. Prentiss.

A BIOGRAPHY has recently appeared in one of the leading American periodicals of Mr. SEARGENT SMITH PRENTISS, distinguished as an orator and lawyer in the early part of the last century. Mr. PRENTISS appears to have practised at the bar of the Southern States with conspicuous ability and success, and to have been elected to the legislature of his state and subsequently to Congress. He became, however, embarrassed in his circumstances owing to his having purchased a large part of the estate in dispute under a complicated will. We are told that the Court of Appeal of the State of Mississippi having adopted the view taken by PRENTISS of the point in controversy under the will in a case in which he was counsel, this decision was reversed by the Supreme Court of the United States, thus sweeping away the whole fortune of the unfortunate advocate and involving him in heavy liabilities. We are not supplied with full details of the position occupied by Mr. PRENTISS with regard to the estate, and we have not the slightest reason to dispute his honour and probity in relation to the purchase; but, quite apart from any question of chancery, we have some difficulty in seeing that the case did not fall within the familiar rule that it is against the policy of the law to permit the purchase by an attorney of the subject of a suit of which he has the conduct as attorney while the case is still undetermined by judgment. Much may, of course, depend on the part which was taken by Mr. PRENTISS in the management of the litigation.

#### Treasure-Trove and the Jurisdiction of the Coroner.

THE LAW relating to treasure-trove is tolerably well settled, but questions relating to its application are from time to time reported in the newspapers. It seems that quite recently the coroner for the City of London complained of the action of the Treasury in taking possession of certain Elizabethan and Jacobean jewellery which had been discovered during excavations on a site in Wood-street, City, enclosed in a strong wooden box. The complaint was that the Treasury had acted without reference to the Statute, 4 Ed. 1, by which it was enacted that a coroner ought to inquire as to treasure that is found, who were

the finders and likewise who is suspected thereof; a jurisdiction which is preserved by section 36 of the Coroners Act, 1887. But it does not appear that any doubt had arisen as to whether the articles were in fact treasure-trove. They were clearly within the definition in Chitty on Prerogatives, p. 152: "Treasure-trove is where any gold or silver in coins, plate, or bullion is found concealed in a house, or in the earth or other private place, the owner thereof being unknown, in which case the treasure belongs to the King or his grantee. And the jurisdiction of the coroner under the statutes is limited to an inquiry who were the finders, and who suspected thereof; he does not possess any jurisdiction to determine the title, although he may have incidentally to refer to it (*A. G. v. Moore*, 1893, 1 Ch., 676). The Crown, in addition to its legal right, had that which is often described as nine-tenths of the law."

## Emergency Legislation of Germany.

By CHARLES HENRY HUBERICH, of Berlin, Hamburg and The Hague, Counsellor-at-Law of the United States Supreme Court Bar; and RICHARD KING, of London, Solicitor of the Supreme Court, England.

### SECOND SUPPLEMENT.

In the series of articles published *ante*, pp. 22, 39, 55, 70 and 126, the emergency legislation of Germany was considered with reference to the laws enacted up to 1st December, 1914. In the present supplement the legislative measures enacted during the period from 1st December, 1914, to 20th March, 1915, the date of the last prorogation of the Reichstag, are considered, together with some of the principal legal decisions interpretative of the emergency laws.

During this period the legislation has been directed chiefly towards the regulation of economic and social questions. The most significant feature in the entire legislation of the period now under review is the indication that the war has continued for an unexpected length of time. This is particularly observable in the measures of an economic character adopted during the past three months. But it is equally true of the commercial legislation. For example, the ordinances enacted in August relating to postponement of payments of foreign bills of exchange, and of debts due to persons domiciled outside the German Empire, fixed the date of expiration at 31st October, 1914. These acts were subsequently extended to 31st January, 1915, and now to 30th April, 1915.

Among the legislative measures of special interest may be mentioned those dealing with the sequestration of the property of British subjects, the transit of enemy goods, the prohibition against the publication of stock exchange quotations, and a measure relieving companies from the publication of balance sheets and the holding of the general meeting (*a*). Among the judicial decisions are to be noted certain ones dealing with the effect of war on The Hague Conventions of 14th November, 1896, and 17th July, 1905, and the Paris Convention of 20th March, 1883, and the decision of the Hamburg Prize Court in the case of *The Glitra*.

*Effect of War on Treaties.*—An important decision relating to the effect of the declaration of war on international treaties was rendered by the Imperial Supreme Court on 26th October, 1914, in a case involving the question whether a citizen of France applying for a German patent was entitled, under Article 4 of the Paris Convention of 20th March, 1883, to a claim of priority based on his French patent. The court held that the applicant was entitled to claim priority. The grounds of the decision were that on Germany's accession to the Paris Convention on 1st May, 1913, the treaty became binding under Article 11 of the Constitution. The necessary ratification by the Federal Council and the approval of the Reichstag had been given on 9th and 15th May, 1911, respectively, and the accession had been notified in the Official Gazette on 9th April, 1913, and thereby the Convention became a part of the German municipal law, indepen-

dent of the internationally binding force of the Convention. Therefore, until a law is passed limiting the rights of alien enemies under the Convention, they must be regarded as being in the same position as other persons. The court further states that, even if the Paris Convention be regarded as automatically terminated by the declaration of war, such termination could not be regarded as affecting vested rights. The applicant made his patent application before the outbreak of the war, and thereby acquired a vested right under Article 4 of the Convention, and must, therefore, be regarded as having a claim to priority as of the date of the French application.

The reasoning of this case is difficult to reconcile with that in a decision of the Prussian Court of Appeals of 29th January, 1915. The question here involved was whether The Hague Convention of 17th July, 1905, relating to Civil Procedure, was terminated as to enemy States by the outbreak of the war. Before the outbreak of the war a Russian subject domiciled in Germany had obtained a judgment against a German subject, and in conformity with the treaty had not given security for costs. The defendant appealed, and an order was issued after the outbreak of the war requiring the respondent to furnish security within a specified period. The security not having been furnished, the Court of Appeal declared the original suit withdrawn, the court holding that the plaintiff, after the outbreak of the war between Germany and Russia, was required to furnish security. The Hague Convention relating to Civil Procedure, not belonging to the class of international agreement entered into with a view to war, ceased to be operative when war was declared.

The mere fact that it was published in the Official Gazette, and thereby became a part of the municipal law, is immaterial. Treaties of commerce are also published in the Official Gazette (*Reichsgesetzblatt*), but there is no question about their termination by the outbreak of a war between the signatory States. The Hague Convention of 17th July, 1905, was in force as a part of the municipal law only so long as it was internationally operative. A similar decision was rendered on 16th October, 1914, by the Landgericht of Cologne in regard to The Hague Convention of 14th November, 1896.

*Other Effects of War on Legal Relations.*—Where the parties to a contract agreed that the Russian courts alone should have jurisdiction of controversies arising thereunder, it was held that during the war the German courts were competent to exercise jurisdiction (*b*). The imminency of a call of the witness to the colours is a sufficient ground for a bill to perpetuate testimony, under section 485 of the Code of Civil Procedure (*c*).

Section 199 of the Code of Civil Procedure provides that service of process on persons resident abroad is to be effected through the competent authorities of the foreign State, or through German diplomatic or consular authorities. Where a defendant is resident in a country with which diplomatic relations are severed, a service by publication may be made (*d*).

An interesting libel action came before the Court of Appeals of Hamburg (*e*). A German representative of certain British fire insurance companies brought an action to prohibit the defendant, the representative of a German insurance company, from publication of circular to the effect that in view of the action of the British Government against German commerce "every person should be convinced of the valuelessness of insurance contracts entered into with English companies. It is therefore in the interest of the public desiring to effect insurance immediately to replace such contracts with a new one," and recommending the company represented by the defendant. It was argued on behalf of the plaintiff that the deposits of the British companies in Germany were sufficient to cover prospective losses. The court decided that although under ordinary circumstances the funds available for the claimant on losses in Germany would suffice, and that the insured would receive the sum due to them, this was not the case should some unforeseen contingency and loss occur, and that therefore the insured did not have

(a) The Declaration of 4th February, 1915, is a military and not a legal measure. It is published in the *Reichsanzeiger*, but not in the *Reichsgesetzblatt*.

(b) Frankenthal, 12th November, 1914.

(c) Munich, 2nd September, 1914.

(d) Prussian Court of Appeals, 20th October, 1914.

(e) 18th December, 1914.

adequate security, and his insurance might "in a commercial sense be regarded as valueless."

A *del credere* agent who entered into a contract on behalf of a Russian principal is primarily liable and can not postpone payment on the ground of the Russian moratorium existing in favour of his principal (*j*).

*Patents and Trade Marks.*—Notification has been made that the Proclamation of 10th September, 1914 (*g*), applies to Belgium, Austria, Hungary, Portugal (*h*) and Sweden (*i*).

*Prohibition of Payments to Enemy States.*—An important modification (*j*) has been made in the Ordinance of 30th September, 1914 (*k*), relating to prohibition of payment to Great Britain, and later extended to payments to France and Russia. Article 2 of the original Ordinance prohibited generally all payments to Great Britain and the British Possessions. Article 5, however, permitted payments to local branches of enemy firms, in so far as the claim arose in connection with the local (inland) business of the firm. Doubts appear to have arisen as to what may be regarded as transactions of this character. Suppose the local branch of a British bank presents to a German firm a bill of exchange for acceptance or payment, and the bill is one drawn in a foreign country against shipments of goods, these bills have usually been discounted by a foreign (*e.g.*, Indian, South African) branch of the same institution and endorsed to the German branch. Or there exists a general agreement between the German firm and the foreign branch of the English bank, which agreement was originally entered into through the intermediary of the German branch of the English bank, that the foreign branch is to discount bills drawn on the German firm. The new Ordinance provides that the mere fact that the local branch in Germany of the British bank has extended the credit or acted as the intermediary in the making of the contract between the German firm and the foreign branch of the English bank, or is the indorsee of the bill, or presents the same for payment or acceptance, is not sufficient to bring the German branch within the exception provided for in Article 5.

Or suppose that an agreement exists between a German firm and the principal office in London of a British bank to the effect that payments are to be covered in London, but that under certain circumstances, or as the result of custom, payments were to be or in fact usually made, to the local German branch of the British bank, which local branch in fact acted as the intermediary in the making of the contract between the German and the London branch. Here, too, the exception provided for in Article 5 of the Ordinance of 30th September is not to apply, and the mere fact that the contract between the German firm and the London bank was entered into through the intermediary of the local German branch of the English firm, and that payments were usually made to it (the local German branch), does not make it an obligation payable to the German branch.

The Ordinance is of far-reaching importance in view of the quantity of bills held by German branches of English banks, and which bills have been discounted by the foreign branches of the same bank. Although bills drawn in foreign countries on Germany are subject to a moratorium which is now extended to nine months, nevertheless the new legislation not only extends the time of payment for the bills affected by it to the end of the war, but also prevents the running of interest (to which other extended bills are entitled) after 31st July, 1914.

It has been held that the Ordinance of 30th September, 1914, does not affect rights *in rem* existing in favour of alien enemies, and that consequently a pledgor is not entitled to demand a release of the pledge against an alien enemy (*l*).

The question of the effect of the Ordinance on an alien enemy's right to prove in bankruptcy was considered by the Hamburg Court (*m*). A Hull firm having a Hamburg office presented a

claim against a bankrupt debtor. The assignee refused to allow the claim on the ground that under the Ordinance of 30th September, 1914, payment could not be made. \* The court allowed the claim stating that the mere fact that it was due to an English firm was not a ground for a refusal to recognize it. The claim was merely postponed and was legally in the position of a conditional obligation for which provision must be made by the assignee (*n*). Upon the facts the court also held that the Hamburg office was a branch and not an agency.

An Ordinance of 20th December, 1914 (*o*), provides that the existing prohibition of payments to Great Britain, France and Russia shall not apply to business undertakings there carried on, where the payment is made to a German subject who is the proprietor of or a partner in such undertaking, and who has on account of the war left the enemy state.

The prohibition of payments to Russia does not apply to the territories of Russia under German civil administration (*p*).

[To be continued.]

## Reviews

### Bankruptcy.

THE BANKRUPTCY ACT, 1914, AND THE DEEDS OF ARRANGEMENT ACT, 1914, WITH THE RULES, FORMS, SCALES OF COSTS, FEES, AND PERCENTAGES, AND THE BOARD OF TRADE AND COURT ORDERS AND REGULATIONS; AND A SPECIAL APPENDIX OF NOTES AND FORMS FOR PRACTICAL USE, AND CONTAINING ALSO THE PROVISIONS STILL IN FORCE OF THE BANKRUPTCY ACTS, 1883 TO 1913, AND OF THE DEBTORS ACT, 1869, WITH A COMMENTARY THEREON. By M. MUIR MACKENZIE, an Official Referee of the Supreme Court, and FRANCIS AUBREY CLARKE, Barrister-at-Law, and Chief Bankruptcy Clerk of the Bankruptcy Department of the Board of Trade. BEING THE SEVENTH EDITION OF THE ORIGINAL COMMENTARY. By His Honour Judge CHALMERS and the late EDWIN HOUGH, Inspector in Bankruptcy of the Board of Trade. Waterlow & Sons (Limited). 31s. 6d. net.

The genesis of the Bankruptcy Act, 1914, is well-known. The Act of 1883 received important amendments in 1890, and both these Acts and the Deeds of Arrangement Act, 1887, were amended by the joint Act of 1913. Then last year the two subjects were separated again, and all the bankruptcy provisions, with certain exceptions as to disqualifications in bankruptcy, as to the law of execution, and as to administration of small estates in the county courts, were consolidated in the Bankruptcy Act, 1914, together also with the provisions as to bankruptcy offences contained in the Debtors Act, 1869; and the provisions as to deeds of arrangement were consolidated in the Deeds of Arrangement Act, 1914. With most of the changes in the law the profession have become familiar while the Act of 1913 was in operation—in particular, as to bankruptcy, with the changes as to the bankruptcy of married women traders, as to dealings with after acquired property, and as to voluntary settlements; and as to deeds of arrangement, with the changes as to deeds for the benefit of a limited number of creditors, and the penal provisions as to trustees. The present edition of "Chalmers and Hough" presents the text of the consolidating statutes and also the new Bankruptcy Rules and Deeds of Arrangement Rules very conveniently, and the notes, while not being overloaded with detail, serve as a ready guide to the leading decisions. Thus, under section 54, which is now the disclaimer section, the cases as to the terms on which a vesting order can be obtained by a mortgagee—as to which *Re Carter and Ellis* (1905, 1 K. B. 736) is a leading authority—are collected. Until practitioners have learned to find their way about in the new Bankruptcy Act, they will appreciate the comparative table of sections of the old and new Acts (pp. xlix et seq.).

## Books of the Week.

Handbook on Bankruptcy.—Being the Deeds of Arrangement Act, 1914, and the Bankruptcy Act, 1914; together with the Rules under those Acts, all fully Noted and Preceded by an Introduction. By W. H. AGGS, M.A., LL.M., Barrister-at-Law. Sweet & Maxwell (Limited); Stevens & Sons (Limited). 4s. net.

(*j*) Hamburg, 19th December, 1914.

(*g*) 59 SOLICITORS' JOURNAL, 22.

(*k*) Ordinance of 20th February, 1915, E.G. Bl. 1915, p. 107.

(*l*) Ordinance of 12th March, 1915, Deutscher Reichsanzeiger, 15th March, 1915.

(*m*) 59 SOLICITORS' JOURNAL, 22, 126.

(*n*) Landgericht, Frankfurt, Juristische Wochenschrift, 1914, III.

(*o*) 28th January, 1915.

(\*) Similar to the view announced in *Ex Parte Boussmaker*, 1806, 13 Ves. Jr. 71.

(*o*) E.G. Bl. 1914, p. 560.

(*p*) Ordinance of 4th February, 1915, E.G. Bl. 1915, p. 69.

## Correspondence.

### The Poor Persons Rules.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—When the new scheme for assisting poor persons in litigation came into force an appeal was made to both branches of the legal profession to give their assistance.

The response was so good that the prescribed officers were able to overcome the rush of applications which the new procedure brought in.

A normal level now seems to have been reached. But the war has considerably reduced the lists of solicitors both for reporting and conducting ; and the prescribed officers would be very glad of further assistance in both of these lists.

I venture to ask you kindly to assist us in making this known to the profession.

W. F. A. ARCHIBALD,  
Chairman of the London Prescribed Officers  
(Poor Persons).

Royal Courts of Justice, London, March 18.

## An Epitome of Recent Decisions on the Workmen's Compensation Act.

By ARTHUR L. B. THESIGER, Esq., Barrister-at-Law.

(Cases decided since the last Epitome, Vol. 58, page 780.)

(Continued from page 348.)

### (2) DECISIONS ON THE WORDS "INCAPACITY RESULTING FROM AN ACCIDENT."

*Silcock & Sons v. Golightly* (C.A.: Lord Cozens-Hardy, M.R., Swinfen Eady and Phillimore, L.J.J., 14th January, 1915).

FACTS.—A youth met with an accident in 1909 which resulted in the loss of his right arm, and he was paid 10s. a week compensation. In 1911 he came of age, and the compensation was increased to 11s. a week. In June, 1914, the employers applied for a review, on the ground that the workman could do light work. The evidence showed that the workman was strong and healthy ; he had applied to the employers in 1909 for light work, which they could not give him, and he had made no attempt since to get work. The employers did not give evidence of what light work he could do, but suggested various kinds of work. The county court judge held that he was not incapable of getting employment, and reduced the compensation to 7s. 6d. a week.

DECISION.—In the absence of evidence the judge was entitled to take advantage of his own local knowledge. Appeal dismissed. (From note taken in court. Case reported *W. N.*, 23rd January, 1915, p. 33; *L. T.* newspaper, 23rd January, 1915, p. 271; *L. J.* newspaper, 30th January, 1915, p. 55.)

*Petschett v. Preis* (C.A.: Lord Cozens-Hardy, M.R., Swinfen Eady and Phillimore, L.J.J., 14th January, 1915).

FACTS.—A barber's assistant found on 17th January, 1914, that his hands smarted ; they grew worse, and on 15th February he went to a doctor, who found he was suffering from dermatitis. He worked till 28th March, when he left, and his nails having been destroyed he was unable to obtain other employment. No notice of an accident was given until April, when his solicitor wrote to the employer claiming damages for injury caused by using bad dry shampoo. The county court judge held that the injury resulted from an accident on 17th January, caused by the use of bad dry shampoo, and that the employers had not been prejudiced in their defence by failure to give notice of the accident.

DECISION.—There was no evidence that an accident had occurred on 17th January, nor was it possible to say that the employers had not been prejudiced by failure to give notice before April, assuming the letters written in April were notice. (From note taken in court. Case reported *Times*, 15th January, 1915.)

*Grime v. Fletcher* (C.A.: Lord Cozens-Hardy, M.R., Swinfen Eady and Phillimore, L.J.J., 16th and 18th January, 1915).

FACTS.—A mechanic received an injury to his eye on 4th December, 1913. He went on with his work until 19th December, but was depressed and suffered much pain. On that date he went to an eye specialist, who told him that he might lose his sight. The next day he went to work, but committed suicide in the evening with a revolver, which he had taken from the house of a relative in the morning. No notice of the accident was given until after the inquest, at which a verdict of suicide during temporary insanity was returned.

The county court judge held that the workman was insane when he shot himself, and that his death resulted from injury arising out of his employment.

DECISION.—There was no evidence to justify the finding of insanity. Further, no sufficient notice of the accident was given, and no sufficient cause for this was shewn, nor was any evidence given that the employers were not prejudiced thereby. Appeal allowed. (From note taken in court. Case reported *SOLICITORS' JOURNAL*, 30th January, 1915, p. 233; *L. T.* newspaper, 23rd January, 1915, p. 272; *W. N.*, 30th January, 1915, p. 43; *L. J.* newspaper, 30th January, 1915, p. 55; *Times*, 19th January, 1915.)

*Charles Wall (Limited) v. Steel* (C.A.: Lord Cozens-Hardy, M.R., Swinfen Eady and Phillimore, L.J.J., 28th January, 1915).

FACTS.—A workman was injured by a brick falling on his head, and was paid compensation under an oral agreement. After a time the employers offered him light work, which he refused, and they then applied for a review. A doctor gave evidence that it was unsafe for the workman to ascend ladders or scaffolding, but that he could do light work on the level, which would do him good by taking his mind off his injury. The medical assessor reported that there was no physical symptom why the man should not do some work ; that the man really believed he was unable to work, and was not malingering ; that he could do light work on the level, and would benefit in health by doing it. The county court judge held that the workman's condition was due to neurasthenia, resulting from the accident, and awarded compensation.

DECISION (Phillimore, J., dissenting).—That there was evidence on which the judge could so hold. (From note taken in court. Case reported *L. T.* newspaper, 6th February, 1915, p. 312.)

### (3) DECISIONS ON THE WORD "WORKMAN."

*Smith v. Buxton* (C.A.: Lord Cozens-Hardy, M.R., Swinfen Eady and Phillimore, L.J.J., 1st and 2nd February, 1915).

FACTS.—Smith was employed between Michaelmas and February in each year warrening, and off and on during the remainder of the year in wood-carting, for which he was paid 15s. a week. While engaged in wood-carting he met with an accident. Compensation of 7s. a week was paid for a time, and then stopped. The workman started proceedings for compensation, and the contention relied on for the employer was that Smith was not a workman within the meaning of the Workmen's Compensation Act, but was a person whose employment was of a casual nature, and was employed otherwise than for the purpose of the employer's trade and business. The county court judge held that he was a workman, and awarded compensation.

DECISION.—There was ample evidence to support this finding. (From note taken in court. Case reported *L. T.* newspaper, 13th February, 1915, p. 341.)

*Stephenson v. Rossall Steam Fishery Co. (Limited)* (C.A.: Lord Cozens-Hardy, M.R., Swinfen Eady and Phillimore, L.J.J., 2nd February, 1915).

FACTS.—A deck-hand on a trawler was drowned the day after leaving port. By the agreement he was to receive £1 a week wages, and by custom a share of "stocker," which would have been considerable had the voyage been completed. There was no stocker on board the trawler when she went down with the deck-hand. The county court judge held that, as there was no stocker on board, he was not remunerated by shares within section 7 (3) of the Workmen's Compensation Act, and awarded compensation to the widow.

DECISION.—The contract of service into which the workman had entered included a share in the stocker, and therefore his widow was not entitled to compensation. (From note taken in court. Case reported *W. N.*, 13th February, 1915, p. 70; *L. J.* newspaper, 27th February, 1915, p. 106; *L. T.* newspaper, 27th February, 1915, p. 381.)

*Bobbye v. W. M. Crosbie & Co. (Limited)* (C.A.: Lord Cozens-Hardy, M.R., Swinfen Eady and Phillimore, L.J.J., 3rd and 4th February, 1915).

FACTS.—A company, who carried on business as drug-grinders, bought a large amount of sulphur, which was brought in a barge to their wharf. They wrote to Watts, a riverside labourer, asking him to provide a gang for unloading it. Watts agreed to do so, at a price of 1s. 6d. a ton. Sacks were provided by the company, whose managing director was present at the unloading, but gave no orders to the gang. Watts divided the money paid him among the men. One of them was injured, and claimed compensation from the company. The county court judge held that a contract of service existed, and awarded compensation. Alternatively he held that Watts was a sub-contractor within section 4 of the Workmen's Compensation Act.

DECISION.—There was no evidence of any contract of service between the workman and the company, nor was there any sub-contract that would bring the case within section 4. (From note taken in court. Case reported *L. T.* newspaper, 13th February, 1915, p. 340; *L. J.* newspaper, 27th February, 1915, p. 105.)

*Williams v. Owners of the Ship "Martime"* (C.A.: Lord Cozens-Hardy, M.R., Swinfen Eady and Phillimore, L.J.J., 4th and 9th February, 1915).

**FACTS.**—A ship of which the applicant was captain was lost, and he was drowned. By his agreement his wages were £20 monthly, and if the ship was kept free of all damage and claims for twelve months he was to have a gratuity of £48 per annum, but if she was not kept free the gratuity was to be forfeited, and the wages reduced to £16 monthly. The county court judge held that the latter remuneration applied to this voyage, as the ship had not been kept free of damage, and assessed the wages, including the value of board and accommodation, at less than £250 per annum. He therefore held that the captain was a workman within the Workmen's Compensation Act, and awarded compensation to his dependants. The employers contended that under prior agreements his remuneration had been, in fact, over £250 per annum.

**DECISION.**—Only the existing agreement, and what happened under it, could be considered. The judge was therefore right. (*From note taken in court.* Case reported *W.N.*, 13th February, 1915, p. 71; *L.T.* newspaper, 27th February, 1915, p. 381.)

[To be continued.]

## CASES OF LAST Sittings. House of Lords.

**SHARPNESS NEW DOCKS AND GLOUCESTER AND BIRMINGHAM NAVIGATION CO. v. ATTORNEY-GENERAL (ON THE RELATION OF THE MAYOR, &c., OF WORCESTER).** 15th and 16th December; 19th February.

**BRIDGES—CANAL MADE ACROSS HIGHWAY—HIGHWAY CARRIED BY BRIDGE OVER CANAL—ALTERATION IN CHARACTER OF ORDINARY TRAFFIC—STATUTORY DUTY TO KEEP BRIDGE "IN SUFFICIENT REPAIR"—STANDARD OF REPAIR—WORCESTER AND BIRMINGHAM CANAL ACT, 1791 (31 GEO. 3, c. 59), s. 61.**

By a local Act, passed in 1791, the canal company were empowered to make a canal, and it was provided that the company should not make the canal across any highway, until they should at their own expense have made bridges over the canal, "and all such . . . bridges . . . shall from time to time be supported, maintained, and kept in sufficient repair" by the company.

It is held, that the liability to support, maintain, and keep in sufficient repair these bridges imposed by the local Act must be considered with reference to the class of traffic on the roads when the bridges were built some hundred years ago, and did not amount to an obligation on the canal company or their successors in title to maintain and keep up such bridges according to the standard of traffic requirements of the present day.

*Decision of Court of Appeal (58 SOLICITORS' JOURNAL, 285; 1914, 3 K.B. 1, 12 L.G.R. 449) reversed, and judgment of Phillimore, J. (1913, 1 K.B. 422), restored.*

By a local Act of 1791, the appellant canal company were required to make such bridges over their canal as certain commissioners appointed for the purpose should judge proper, and from time to time to support, maintain and keep them in sufficient repair. Bridges were built which the commissioners considered were sufficient to bear the ordinary traffic of that date, but were now found to be insufficient to carry heavy motor traffic. In an action by the Attorney-General on the relation of the Worcester Corporation, the plaintiffs alleged that the bridges over the canal within their district were out of repair, and that each of them (with one exception) was insufficient to bear the ordinary traffic which might reasonably be expected to pass along the highway and be carried over the canal by the bridges, having regard to the character and present-day need of the district, and a declaration was claimed that the defendants were liable to keep the bridges in repair sufficient to bear such traffic. The defendants pleaded that their liability was only to keep the bridges in a state of repair sufficient for such class of traffic as was ordinarily carried on highways when the bridges were originally constructed some hundred years ago, and further that the using of such bridges by motor traffic was no concern of theirs, they having posted notices that the bridges were insufficient to carry weights beyond the ordinary traffic of the district. Phillimore, J., held that the canal company were not bound to strengthen their bridges or to build new ones, as the standard of repair imposed by the local Act was not the standard necessary to carry motor traction traffic, but that class of traffic only ordinarily using the road at the period when the commissioners approved as "sufficient" the bridges in question. The judgment having been set aside by the Court of Appeal, the canal company appealed to this House. Their lordships took time for consideration.

Viscount HALDANE, C., in moving that the appeal should be allowed, said he was unable to accept the view taken by the Court of Appeal that the liability imposed to maintain and repair from time to time these bridges rendered the appellants liable to make them sufficient to bear the present-day traffic. The decision of Phillimore, J., with some slight variation as to the form of the declaration, would therefore be restored,

the appellants to have their costs in this House and in the Court of Appeal.

Lords DUNEDIN, ATKINSON, PARKER, and PARMOOR gave judgments to the like effect. Order accordingly.—COUNSEL, for the appellants, Sir R. B. Finlay, K.C., Macmorran, K.C., and E. W. Cave; for the respondents, George Care, K.C., J. B. Matthews, K.C., and W. W. MacKenzie, K.C. SOLICITORS, Yeates & Hart, for Johnson & Co., Birmingham; Church, Rendell, & Bird.

[Reported by ERKIN REX, Barrister-at-Law.]

## Court of Appeal.

**HALL v. HALL.** No. 1. 13th March.

**DIVORCE—MAINTENANCE—CONSENT ORDER—"UNTIL FURTHER ORDER"—PETITION FOR REDUCTION—POWER OF COURT TO VARY AMOUNT—MATRIMONIAL CAUSES ACT, 1907 (7 ED. 7, c. 12), s. 1 (2 a).**

The court has power to vary and reduce a sum ordered to be paid by a husband to his wife for maintenance, after a decree for dissolution of marriage, though the order was made by consent, where it was expressed to be made until further notice. The court, in such a case, should take into consideration all the circumstances, including any increase in the wife's separate income. It is no reason for refusing to reduce the maintenance that the husband's income has been diminished by his having been compelled to realise and spend some of his capital.

*Decision of Bargrave Deane, J., reversed.*

Appeal by the respondent (the husband) from a decision of Bargrave Deane, J., dismissing a petition to reduce the amount of maintenance payable to his wife. The wife obtained a decree absolute for a divorce in February, 1906, and an order for maintenance was made in the following terms:—"Upon hearing the solicitors for the parties and by consent, I do order that Charles Augustus King Hall, the respondent, do out of his present income and until further order of this court, pay or cause to be paid to Agnes Graham Hall, the petitioner, maintenance at and after the rate of £120 per annum, payable by equal monthly instalments." In 1914 the respondent presented a petition to reduce the amount payable under the order, on the ground that his income, which was a Government pension, had been reduced by his having been obliged to commute part of it in order to pay costs and to meet the expenses of serious illness. The consent of the Government was required, and given, for the commutation. Further, he alleged that the wife had now got a separate income of her own. The petition was referred to the registrar, who reported that it should be refused, on the grounds that the original order had been made by consent, and that the husband had reduced his income by his own act, and therefore it was not competent for the court to vary the order. The report of the registrar came before Bargrave Deane, J., who confirmed it, and the respondent appealed.

THE COURT allowed the appeal.

Lord COZENS-HARDY, M.R., having stated the facts, continued: On the face of the order, although it is quite true that the figure of £120 was then agreed, it is clear that it is only "until further order" that £120 was to be paid, and only out of the husband's present income. It seems quite impossible to suggest—and it was not contended—that that was an order which it is not competent for the court, if it thought fit, to vary. I think it would be lamentable if it were laid down as a hard-and-fast rule of law that it is not competent for the court to consider as a ground for the reduction of maintenance the fact that the husband has been obliged by his own act to reduce the amount of his pension. Suppose he was obliged to undergo a serious operation, and the only way of obtaining skilled services was by commuting his pension. Can it possibly be contended that this reduction is a circumstance which ought not to be taken into account, having regard to the express words of the Matrimonial Causes Act, 1907, s. 1, sub-section 2 (a), which says that if the husband afterwards "from any cause becomes unable to make such payments" the court may modify the order? To say that the court has no power to modify the order is altogether wrong, and the order must be reversed. There is another point which seems to require careful consideration. It is alleged, but not proved, because the matter was not gone into, that the wife is now in a position in which she has considerable means of her own, and the husband says this is a circumstance which ought to be taken into account. Suppose the wife, under the will of a relative, should become entitled to an income of £1,000 a year. Is it possible to say that the court is not entitled to have regard to the fact that the wife's income is very much in excess of what it was? I do not say any of these circumstances are conclusive, but I do say they require the consideration of the court. With regard to the second point, the only authority that has been referred to is *Sharpe v. Sharpe* (1909, P.D. 20). That was merely a *dictum* of Bargrave Deane, J., and is not a case where the original order was made, as here, until further order. When an application is made for revision, and the original order is made "until further order," it seems to me that the court ought to have regard to all the circumstances of the case, as if they had existed at the date of the original order. Unless the parties can agree to a reduction of the maintenance the matter must go back to the registrar for further inquiry. The appeal must therefore be allowed.

PHILLIMORE, L.J., delivered judgment to the same effect, observing that the statute did not tie the hands of the court where they were free before, and the form of the order allowed reconsideration, and JOYCE, J., concurred.—COUNSEL, W. L. Willis; Le Bas. SOLICITORS, Burton, Yeates, & Hart; Valpy, Peckham, & Chaplin.

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

**REX v. LONDON COUNTY COUNCIL. Ex parte LONDON AND PROVINCIAL ELECTRIC THEATRES (LIM.). No. 2. 22nd and 23rd March.**

KINEMATOGRAPH ENTERTAINMENT—APPLICATION FOR RENEWAL OF MUSIC AND KINEMATOGRAPH LICENCES—MAJORITY OF DIRECTORS AND SHAREHOLDERS ALIENS—DISCRETION OF RENEWAL COUNCIL TO REFUSE APPLICATIONS—DISORDERLY HOUSES ACT, 1751 (25 GEO. 2, c. 35), s. 2—CINEMATOGRAPH ACT, 1909 (9 ED. 7, c. 30), s. 2 (1).

A limited company applied for the renewal of licences for music and kinematograph performances held at three London theatres of which they were the managing owners. The licensing council decided that as the majority of the shares in the company were held by German shareholders, who could not vote by proxy in this country after the outbreak of the war, and having regard to the fact that the German directors might yet influence the management, although they had retired, and their place on the board was filled by men of English nationality, the applications should be refused. A Divisional Court having discharged rules nisi for mandamus, obtained by the company directed to the London County Council on the ground that the licensing authority had a discretion to refuse the renewal, the company appealed.

Held, dismissing the appeal, that the licensing authority was justified in considering the shareholding and management of a company applying for the renewal of music and kinematograph licences, and in exercising their discretion on that basis were not actuated by extraneous considerations which they should not have entertained.

London County Council v. Bermondsey Bioscope Co. (Limited) (1911, 1 K. B. 445) considered and followed.

Appeal by the London and Provincial Electric Theatres (Limited) from an order of the Divisional Court (reported 31 T. L. R. 249) discharging rules nisi for a mandamus directed to the London County Council with reference to certain applications on behalf of the appellants for the renewal of music and kinematograph licences. The substantial ground on which the rules were granted was that the council were actuated by extraneous considerations—the shareholding and nationality of the shareholders and directors of the company—when they decided to refuse the licences. At the close of the appellants' case,

BUCKLEY, L.J., in giving judgment, said that the Disorderly Houses Act, 1751, as applied by the Local Government Act, 1888, authorized and empowered the London County Council to grant music licences "as they in their discretion shall think proper," and by the Cinematograph Act, 1909, a county council "may grant licences to such persons as they think fit to use the premises specified in the licence . . . on such terms and conditions and under such restrictions as, subject to regulations of the Secretary of State, the council may by the respective licences determine." The licensing authority had therefore power to consider matters beyond the mere safety of those who attended the theatre, and could lay down other terms and conditions: *London County Council v. Bermondsey Bioscope Co. (Limited)* (1911, 1 K. B. 445). The question here was whether the licensing authority, in exercising their statutory power, had taken into account extraneous considerations. The renewal of the licences was asked in respect of theatres owned by the company at Notting Hill, Chelsea and Tottenham Court-road, and the affidavits shewed that at the outbreak of the war about 99,000 of the shares of the company were held by Germans, and about 10,000 by persons resident in the United Kingdom. There were six directors, three of whom were of German nationality, and resided in Germany, and three were natural-born British subjects. The renewal of the licences (which in each case had been granted some years) was refused, not on the ground that the premises had been improperly conducted, or any ground of that sort, but because the renewing council thought that the company, by reason of the proportion of German and British shareholders, and the fact that the German directors could still influence the management of the theatres, was of a character that should not be entrusted with a licence. In his lordship's opinion that was a question which they were entitled to consider, and to refuse to grant a licence to the company on that ground. The appeal failed.

PICKFORD, L.J., in concurring, said they were not sitting there to decide whether the London County Council had come to a right or wrong decision. They had only to decide whether they had exercised their discretion.

BANKES, L.J., agreed. He said the mandamus had been applied for and granted really upon the ground that the London County Council were actuated in refusing these licences by extraneous considerations—by questions which, in fact, it was not their duty to consider. He could not see any evidence at all to support such a contention. It might have been that the London County Council had come to an erroneous decision in law; but even if that had been proved, it would have been no ground for granting a mandamus.—COUNSEL, for the appellants, George Elliott, K.C., and Gordon Hewett, K.C. (Preston with them); for the respondents, Sir R. Finlay, K.C., and Bodkin. SOLICITORS, Sterns; Edward Tanner.

[Reported by ERKINE REID, Barrister-at-Law.]

## High Court—Chancery Division.

**Re MOUNTGARRET AND MOORE'S CONTRACT.** Astbury, J.  
27th January.

SETTLED LAND—LIFE ESTATE—TENANT FOR LIFE—ASSIGNMENT OF INTEREST OF—ASSIGNMENT FOR VALUE—POWERS UNDER SETTLED LAND ACTS NOT ASSIGNABLE—SETTLEMENT BY ASSIGNEE'S WILL—DEATH OF ASSIGNEE—SALE BY ORIGINAL LIFE TENANT—PERSONS QUALIFIED TO CONSENT—SETTLED LAND ACT, 1882 (45 & 46 VICT. c. 38), s. 50, sub-section 3, and s. 51.

Where trustees, in this case trustees of an estate for life in an estate pur autre vie, are for the moment, and may be during the whole existence of the assignee's estate, entitled to the whole of the assignee's interest for the purpose of giving effect to the assignee's intention as shewn in his will, they are entitled to give a consent within the meaning of sub-section 3 of section 50 of the Settled Land Act, 1882. The operation of the sub-section is not confined to the case of actual assignees for value, but must be meant to extend to those who would claim under them, for it is clear from section 51 that the Legislature intended that the person who had the powers of a tenant for life must not be deprived of those powers either accidentally or intentionally.

This was a vendor and purchaser summons. By a certain resettlement made in 1906 by the father of the vendor of the first part, the vendor of the second part, and the trustees of the third part, the hereditaments contracted to be sold were resettled to the use of the father of the vendor for life, with remainder to the vendor for life, with remainders over. The vendor was in 1903 adjudicated bankrupt, and in 1904 his father purchased his reversionary life interest from his trustee in bankruptcy, and it was conveyed to a trustee in trust for the father, his heirs, executors, administrators and assigns. By his will in 1911 the father devised his real estates, including therein the hereditaments contracted to be sold, to the use of trustees during the life of his second son in trust if, on his attaining twenty-five, his equitable life interest had not been charged in favour of some other persons, to pay him the rents and profits during his life, and he declared that the life interest purchased from the trustee in bankruptcy of his first son was intended to be included. There was no assignment to the trustee of the will of the estate pur autre vie purchased by the father from the trustee in bankruptcy of the son, the vendor. The contract was entered into by the vendor on the basis that he still had in himself the powers of a tenant for life under section 50, sub-section 1, of the Settled Land Act, 1882, and the consent of the assignee for value was necessary under sub-section 3 to the exercise of his power of sale as tenant for life. The purchasers contended that a good title had not been shewn, as the trustees of the will could not give a consent to the sale, as assignees for value within sub-section 3, since they only held the hereditaments during the life of the second son, and had not all the beneficial interest in the estate pur autre vie for all purposes of the will, and the question accordingly was, Could the trustees, or anyone else, give the consent required by the sub-section.

ASTBURY, J., after stating the facts, said: Section 51 shews the very strong intention of the Legislature to nullify any intentional or accidental attempt to interfere with a life-tenant's powers. It can never have been intended that the powers preserved by section 50, sub-section 1, should become unexercisable, in the event of the life-tenant's estate being settled by his assignee for value owing to the difficulty in that event of finding or ascertaining the persons qualified to consent under sub-section 3. On the whole, I think the trustees of the will are qualified to consent within sub-section 3 on the ground that they were for the moment, and it might be during the whole existence of the vendor's life estate, entitled to the whole of the assignee's interest in it for the purposes of the assignee's will, and during that period were invested with full and ample powers of management. I therefore hold the consent of the trustees sufficient within section 50, sub-section 3.—COUNSEL, Howard Wright; Ashworth James. SOLICITORS, Blundell, Gordon, & Co., for Wright & Wright, Keighley; Evans, Wadham, & Co.

[Reported by L. M. MAY, Barrister-at-Law.]

## BRAMMALL v. THE MUTUAL INDUSTRIAL CORPORATION.

Astbury, J. 5th February.

PRACTICE—NOTICE OF MOTION—TIME BETWEEN SERVICE AND HEARING—TWO CLEAR DAYS—SUNDAY—NOTICE OF MOTION FOR ATTACHMENT—GROUND OF APPLICATION—SERVICE OF ORDER TO PAY WITH NOTICE OF MOTION ONLY—R. S. C., ORD. 52, r. 5; ORD. 64, r. 2.

The natural meaning of ord. 52, r. 5, makes two clear days mean two clear working days to the exclusion of Sundays, which for the purpose of ord. 64, r. 2, must be treated as a dies non.

It is not a sufficient compliance with ord. 52, r. 5, to serve with a notice of motion for attachment a copy of the order of the court appointing a receiver when there were several ways in which the order of court might have been disobeyed by the person sought to be attached. The particular act of disobedience must be specified.

Hipkiss v. Fellows (101 L. T. Rep. 701) followed.

The plaintiff in this action obtained an order for and receiver to receive a certain portion of the gross takings of a certain theatre run by the defendant company, not exceeding £1,500. It was alleged that the defendant company and two of their directors resisted the carrying out of the order, and this motion to sequester the company and for leave to issue writs of attachment against the two directors was accordingly launched. Two preliminary objections were taken against the validity of the notices of motion. First, that it had been served on one of the directors on a Saturday, for Tuesday, and Sunday being a *dies non* there were not two clear days between service and date of hearing, and the rules referred to in support of this contention were ord. 52, r. 5, and ord. 64, r. 2; and the Yearly Practice for 1915 at p. 795 was also referred to, where it states in the note to ord. 52, r. 5, that ord. 64, r. 2, applies to the two clear days required between service of the notice of motion and the hearing. The second preliminary objection, which applied to both the directors, was that the order appointing the receiver was served with the notice of motion, but the grounds of the application were not stated as required by ord. 52, r. 4, and on this point the case of *Hipkiss v. Fellows* (101 L. T. Rep. 701) was relied on.

ASTBURY, J., after stating the facts, said: Can Sunday be counted as one of the two clear days required? I think the case does come within ord. 64, r. 2, because ord. 52, r. 5, limits a "time less than six days from or after any date or event" (in this case the serving of the notice) and the "doing any act" (in this case the moving the motion). I hold the two clear days means two clear working days. The point would not often arise in our courts where motion day is Friday, but must often have arisen in the Palatine Court, where motion day is Monday. On the second objection, this is a notice of motion against two individual directors for leave to issue writs of attachment for their contempt in disobeying the order of the court appointing a receiver to receive 15 per cent. of the gross takings at a pantomime produced by the company of which they were directors. A copy of the order was served with the notice of motion, but no further statement of the grounds of the application was made. It is contended that this is not a sufficient compliance with ord. 52, r. 4. There is no direct authority on the points. In *Treherne v. Dale* (27 Ch. D. 66) the order directed only payment of a specified sum of money at a specified time and place, and it was there held that service of the order was sufficient. But in the case of *Hipkiss v. Fellows* (101 L. T. Rep. 701) the order directed several things to be done, and Farwell, L.J., pointed out that the notice of motion ought to specify the particular act of disobedience complained of. In the present case I can imagine several ways in which the order might have been disobeyed, and I accordingly think the notice is insufficient and make no order on the motion except that the costs of it shall be costs in the action.—COUNSEL, C. A. Bennett; The Hon. Frank Russell, K.C., and Harold Simmons. SOLICITORS, Claude Lumley & Co.; E. M. Armstrong.

[Reported by L. M. May, Barrister-at-Law.]

#### **RE FLEETWOOD AND DISTRICT ELECTRIC LIGHT AND POWER SYNDICATE (LiM.)** Astbury, J. 9th January.

COMPANY—VOLUNTARY WINDING-UP—SURPLUS ASSETS—CREDITORS BARRED BY THE STATUTE OF LIMITATIONS—LIQUIDATOR WILLING TO PAY THEM—OPPOSITION OF SHAREHOLDERS—SUMMONS BY LIQUIDATOR—ORDER TO APPLY "IN DUE COURSE OF ADMINISTRATION"—SUBSEQUENT PAYMENT OF A STATUTE-BARRED CREDITOR—COMPANIES (CONSOLIDATION) ACT, 1908 (8 ED. 7, C. 69), s. 186.

A voluntary liquidator's unfettered discretion to pay statute-barred debts (if it exists) is gone when he has actually applied by summons to the court to determine the question whether such payment can be made, and has been ordered to apply surplus assets "in a due course of administration," and any payment subsequent to that order of a statute-barred debt is improper.

This was a summons to determine whether or not the payment of a statute-barred debt by a voluntary liquidator was improper in the circumstances of the case. In June, 1914, all claims had been paid except (a) a disputed debt of £500, and (b) claims of statute-barred creditors amounting to £900, and the liquidator had £850 in hand, subject to the costs of the liquidation. The liquidator thereupon issued a summons to determine (a) the amount of the disputed debt, and (b) whether he was at liberty to pay statute-barred debts. The liquidator was willing to pay the statute-barred debts if he was entitled to do so. The statute-barred creditors contended that he was, while the shareholders contended the contrary, and the matter was fully argued on the summons on both points. On the first point the judge (who was Mr. Justice Astbury) determined the amount, and directed that it should be paid out of the £800, after payment of the costs and the liquidator's costs, charges and expenses, and on the second point he did not feel inclined on that application to answer the question except by saying that the voluntary liquidator should distribute "in a due course of administration." The liquidator had now a balance of £400 odd, after setting aside a sum for future costs, and in order to raise the point as to whether he could now pay a dividend to statute-barred creditors, he paid a sum to the defendants on account of their individual dividend, which would exceed the amount which he paid, and the shareholders accordingly issued this friendly summons to determine the point.

ASTBURY, J., referred to the Companies (Consolidation) Act, 1908, s. 186 (i), the Companies Winding-up Rules, 1909, rr. 88 and 102, *Re General Rolling Stock Co.* (1872, L. R. 7 Ch. 646), *Mitchell's Claim* (1871, L. R. 6 Ch. 322), Buckley on Companies (9th ed., p. 474), *Ex parte Dewdney* (1809, 15 Ves. 479, 496), *Shearin v. Vanderhorst* (1830, 1 Russ. & My. 347, and 2 R. & M. 75), *Phillips v. Beal* (1863, 32 Beav. 26), and *Re Wenham* (1892, 3 Ch. 59); and in the course of his judgment he said:—Whether or not a voluntary liquidator in ordinary cases has the same unfettered discretion as an executor before an administration decree, it is not so in the present case, because a similar question was raised in the former proceeding before me, in the presence of the liquidator, the shareholders, and the statute-barred creditors, and on the shareholders opposing the payment of the statute-barred creditors the liquidator was directed to apply the balance in his hands "in a due course of administration." That order meant that the shareholders, having in that proceeding objected to the payment of the statute-barred creditors, the liquidator, who was party and heard the objection taken, was directed to apply the balance "in a due course of administration," that is, among those with legal claims. There must be a declaration that this payment of £50 is improper, but on the recipients undertaking to return it there will be no order for repayment.—COUNSEL, Owen Thompson; E. J. Heckscher, for C. L. Farwell, on H.M.S.; Ashton Cross, for Hy. T. Thomeon, on H.M.S. SOLICITORS, White & Wales.

[Reported by L. M. May, Barrister-at-Law.]

#### **KASKI v. PEET.** Neville, J. 9th February.

CONTRACT—RESTRAINT OF TRADE—COVENANT BY EMPLOYEE NOT TO ENTICE AWAY MASTER'S CUSTOMERS OR ADVERTISE THAT SHE WAS LATELY IN THE MASTER'S EMPLOYMENT—COVENANT TOO WIDE—ALLEGED BREACHES OF THE COVENANT—ABANDONMENT OF THE CONTRACT BY THE MASTER—DISMISSAL OF EMPLOYEE—WEEK'S WAGES IN LIEU OF NOTICE—MASTER NOT DISENTITLED TO SUE ON THE COVENANT—SOLICITING A PERSON NOT AT THE DATE OF SOLICITATION A CUSTOMER OF OLD EMPLOYER.

1. Where an employee enters into a valid covenant in restraint of trade with his employer and the employer dismisses him, giving him a week's wages in lieu of notice, the employer merely discharges his obligation, and cannot be said to have abandoned his right to sue under the covenant.

2. Where the relationship of the employee was not that of a partner in her new employment, and she had covenanted with her old employer not to advertise that she was late with her old employer, and her new employer had also at one time been with her old employer, the new firm's advertisement "late of" the old employment was no breach of the covenant against advertising.

3. A covenant "not at any time during or after the determination of the employment (whether the same shall be determined by notice or otherwise) directly or indirectly, either on her own account or for any other person, or for any firm or company, to solicit, interfere with, or endeavour to entice away from the master any customer of or any person in the habit of dealing with the master" is too wide, since it extends to past and future customers.

In this case the plaintiff had employed the defendant under a written agreement as a saleswoman at a weekly wage, determinable at a week's notice. The agreement contained a clause whereby the defendant agreed "not at any time during or after the determination of the employment (whether the same shall be determined by notice or otherwise) directly or indirectly either on her own account or for any other person, or for any firm or company, to solicit, interfere with, or endeavour to entice away from the master any customer of or any person in the habit of dealing with the master," and she had also covenanted "not at any time after the determination of the said employment to advertise that she was late with" her old employer. She was subsequently dismissed with a week's wages in lieu of notice, and entered the employment of another person who had formerly been employed by her old employer. While in her new employment she sent circulars to one person who had been a customer of her old employer for ten years, but had ceased to be such a customer two years previously to the sending of the circular. Her new firm also advertised as "late of" the old employer. The old employer alleged that the defendant was in fact a partner with her new employer, and that she had broken her covenant. The defendant alleged that the plaintiff, by dismissing her with a week's wages in lieu of notice, had abandoned his right to sue her on her covenant.

NEVILLE, J., after stating the facts, said: I find that there is no partnership between the defendant and her new employer, and no breach of the covenant against advertising. The plaintiff, by paying the defendant a week's wages, has fully discharged all his obligation under the contract, and cannot in any sense be said to have abandoned his right to sue on the covenant, but the covenant in restraint of trade is too wide to be enforceable, because it extends to past and future customers.—COUNSEL, C. E. Jenkins, K.C., and H. Johnson; A. F. Peterson, K.C., and J. E. Harman. SOLICITORS, Evelyn Jones; Stanley Evans & Co.

[Reported by L. M. May, Barrister-at-Law.]

## Probate, Divorce, and Admiralty Division.

### IN PRIZE.

"THE ANTARES" (and Four other Vessels). 1st and 8th March.

PRIZE LAW—REQUISITIONING ORDER—ORDER MADE EX PARTE—JUS ANGARIAE—"GOOD REASON TO BELIEVE THE GOODS TO BE NEUTRAL PROPERTY"—PRIZE COURT RULES, 1914, ORD. 1, R. 2; 29, R. 1.

A requisitioning order ought not to be made by the registrar of the court ex parte, requisitioning on behalf of the Crown copper in neutral ships brought into an English port under a claim for contraband, when in fact there is "good reason to believe (the goods) to be neutral property," as laid down in the proviso to Prize Court Rules, ord. 29, r. 1, inasmuch as by virtue of ord. 1, r. 2, the word "ship" in that proviso includes "goods."

Motions by two Swedish owners of various parcels of copper seized as contraband to discharge orders made by the Registrar instructing the Marshal to release the copper to the Lords of the Admiralty, who wished to requisition it. By an Order in Council of 21st September copper had been included in the list of goods conditionally contraband, and on 29th October it had been made absolute contraband. On 12th November *The Antares*, with a cargo of copper, was seized, and taken to Liverpool, and a writ in prize was issued, the Crown claiming that the goods belonged to enemies, or alternately, were contraband, and as such or otherwise were liable to confiscation. These requisitioning orders were made by the Registrar ex parte on 18th December, under Prize Court Rules, 1914, ord. 29. It was contended for the Swedish owners, who now moved in court to set these orders aside: (1) That there was no power under order 29 to make an order requisitioning the property of neutrals; (2) the onus was on the Crown to prove that there was no reason to believe that these goods were entitled to be released. *Prima facie* these were neutral goods in a neutral ship destined for a neutral country, and the Crown must prove that they had an enemy destination under the doctrine of continuous transport, which they had not done on this ex parte application. The order should not have been made ex parte. There was no ground whatsoever for the charge that the goods were contraband. The Attorney-General contended that the Crown's right to requisition depended on (1) that a belligerent State had a right by international law to appropriate for urgent purposes of national offence or defence the property of neutral subjects which was not within neutral jurisdiction, subject to proper compensation; (2) even if the right was limited to neutral property within a belligerent State, that condition was satisfied in the first case; (3) the foreign subject could not complain in any British court of the seizure of his property when the seizure was avowed by the British Government as an act of State; the remedy would be diplomatic; (4) the previous propositions were taken even of property not within the custody of the Prize Court. Under the Defence of the Realm Act the naval and military authorities, when necessary, had power to take possession of warlike stores or "to do any other act which was necessary for the purposes aforesaid." The Swedish complainants had no rights in the Prize Court. Their claim was misconceived. It was argued in reply that the Attorney-General's contention amounted to saying that order 29 of the Prize Court Rules, under which the requisitioning orders purported to be made, must be interpreted in the light of the *jus angariae*. Counsel submitted, however, that the right of angary was limited to the right to seize ships or vehicles of transport. It did not extend to a general right to seize any goods in the jurisdiction of the belligerent or on the high seas.

Sir S. Evans, P., in the course of his judgment, after stating the facts, said that the only question which he was deciding was that of the validity of the order. It was made under ord. 29, r. 3, which provided that where a ship was required forthwith for the service of the Crown a judge could order it to be forthwith released to the Lords of the Admiralty without appraisal; but it was admitted by the Attorney-General that this was subject to the proviso contained in rule 1 that "there is no reason to suppose the ship is entitled to be released." Ord. 1, r. 2, provided that, "unless the contrary intention appears, the provisions of these rules relative to ships shall extend and apply, mutatis mutandis, to goods." His lordship thought the provision in ord. 29, r. 1, was satisfied. There was sufficient doubt whether the goods were entitled to be released to justify the registrar, who could not get into all the facts, in making the order. Copper was absolutely contraband, and it was going to Sweden, to which country great quantities of copper were being sent, and it was open to the argument that it might be going on to Germany. His lordship did not say for one moment that this particular parcel was in fact destined for Germany; he was only dealing with what the registrar had before him at the time. But there was a further point. The Crown could not sustain this order unless the Attorney-General could satisfy the court that "ship" in the latter part of ord. 29, r. 1, did not include "goods" in the proviso that "no order shall be made by the judge under this rule in respect of a ship which he considers there is good reason to believe to be neutral property." The Attorney-General had not so satisfied him, and these goods, being in fact neutral property, the proviso made it impossible for the Crown to requisition them under order 29, and as his lord-

ship was only dealing with the matter under that order, the order of the registrar must be set aside.

Mr. Leslie Scott asked that the property should be restored to the claimants. The Attorney-General: It may be that some of the copper has already been converted.

The PRESIDENT said that, so far as the property had not been used up, no doubt the Crown would keep it in the state in which it was, and it could remain where it was pending the decision of the question whether it was or was not confiscable.—COUNSEL, Sir J. Simon, A.G., and G. W. Ricketts, for the Crown; Leslie Scott, K.C., and R. H. Bolloch, for the claimants, the Aktiebolaget Svenska Metallverken and the Finspungs Metallverk Aktiebolaget; D. Stephens, for Barber & Co., time charterers of *The Antares* and *The Northeim*. SOLICITORS, The Treasury Solicitor; Kearsey, Hawes, & Wilkinson; Pritchard & Sons.

[Reported by L. M. May, Barrister-at-Law.]

## New Orders, &c.

### High Court of Justice.

EASTER VACATION, 1915.

#### NOTICE.

There will be no sitting in Court during the Easter Vacation.

During the Easter Vacation, all applications "which may require to be immediately or promptly heard," are to be made to the Honourable Mr. Justice SANKEY.

The Honourable Mr. Justice Sankey will act as Vacation Judge from Thursday, 1st April, to Monday, 12th April, both days inclusive. His lordship will sit in King's Bench Judges' Chambers on Wednesday, 7th April, at 10.30 o'clock. On other days within the above period applications in urgent matters may be made to his lordship by post or, if necessary, personally.

When applications are made by post the brief of counsel should be sent to the judge, by post or rail prepaid, accompanied by office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by counsel, of the order he may consider the applicant entitled to, and also an envelope, sufficiently stamped, capable of receiving the papers, addressed as follows:—"Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, W.C."

On applications for injunctions, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent.

The papers sent to the judge will be returned to the Registrar.

The address of the Vacation Judge can be obtained on application at the Chancery Registrars' Chambers, Room 136, Royal Courts of Justice.

## Rule of the Supreme Court.

### ORDER XXII. RULE 17.

Order XXII., Rule, 17, shall be read as if there were included therein: War Loan 3½ per cent. Inscribed Stock, 1925-8.

(Signed) HALDANE, C.  
READING, C.J.  
COZENS-HARDY, M.R.  
W. PICKFORD, L.J.  
R. M. BRAY, J.  
CHAS. H. SARGANT, J.  
HENRY A. McCARDIE.  
WM. H. WINTERBOTHAM.

Dated 29th March, 1915.

The following are Emergency Statutes (5 Geo. 5) recently passed:—

#### CHAPTER 21.

### British Ships (Transfer Restriction) Act, 1915.

An Act to restrict the transfer of British Ships to Persons not qualified to own British Ships.

[16th March, 1915.]

Be it enacted, &c.

1. Regulation of transfer of British ship to unqualified persons.—A transfer made after the twelfth day of February, nineteen hundred and fifteen, of a British ship registered in the United Kingdom, or a share therein, to a person not qualified to own a British ship, shall not have any effect unless the transfer is approved by the Board of Trade on behalf of His Majesty, and any person who makes, or purports to make, such a transfer after the commencement of this Act without that approval shall, in respect of each offence, be guilty of a misdemeanour.

2. Application to ships registered at foreign ports of registry and

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ITS RESPONSIBILITIES ARE GREAT AND MUST BE MET.

**British possessions.**—This Act shall apply to British ships registered at foreign ports of registry and to British ships registered in any British possession other than those mentioned in the Schedule to this Act as it applies to British ships registered in the United Kingdom.

**3. Short title, construction, and duration.**—(1) This Act may be cited as the British Ships (Transfer Restriction) Act, 1915, and shall be read as one with the Merchant Shipping Acts, 1894 to 1914.

(2) This Act shall have effect only during the continuance of the present war.

#### SCHEDULE.

British India.  
The Dominion of Canada.  
The Commonwealth of Australia (including Papua and Norfolk Island).  
The Dominion of New Zealand.  
The Union of South Africa.  
Newfoundland.

#### CHAPTER 26.

#### Army (Amendment) Act, 1915.

An Act to amend the Army Act.

[16th March, 1915.]

Be it enacted, &c.,

**1. Amendment of s. 85 (1) of Army Act.**—(1) The limitation on the time within which a soldier of the Regular Forces enlisted for general service is liable to be transferred from the corps to which he was originally appointed to another corps of the same arm or branch of the service shall not apply whilst a Proclamation calling out the Army Reserve on permanent service is in force, and accordingly in subsection (1) of section eighty-three of the Army Act after the words "within three months after the date of his attestation" there shall be inserted the words "or, at any time whilst a Proclamation ordering the Army Reserve to be called out on permanent service is in force."

(2) This section shall not affect any man enlisted before the fourth day of August nineteen hundred and fourteen.

**2. Amendment of s. 115 of the Army Act.**—(1) For subsection (4) of section one hundred and fifteen of the Army Act, which relates to the impressment of carriages, animals, and other things in the case of emergency, the following subsection shall be substituted:—

(4) The Army Council shall cause due payment to be made for carriages, animals, vessels, and aircraft furnished in pursuance of this section, and if any difference arises respecting the amount of payment for any carriage, animal, vessel, or aircraft the amount shall be such as may be fixed by a certificate of a county court judge having jurisdiction in any place in which such carriage, animal, vessel, or aircraft was furnished or through which it travelled in pursuance of the requisition; and for the purpose of fixing such amount the provisions set out in the Sixth Schedule to this Act shall have effect.

Where a sum has been paid or tendered by or on behalf of the Army Council under this subsection, that sum shall be deemed to be the amount due, unless within three weeks from the date of payment or tender an application is made to a county court judge for his certificate.

(2) After the Fifth Schedule to the Army Act the Schedule to this Act shall be inserted as the Sixth Schedule.

(3) This section shall apply whether the article requisitioned was requisitioned before or after the passing of this Act:

Provided that in its application to articles requisitioned before the passing of this Act a reference to three weeks from the passing of this Act shall be substituted for the reference to three weeks from the date of payment or tender.

**3. Amendment of s. 183 (2) of Army Act.**—The power of reducing non-commissioned officers to a lower grade or to the ranks conferred on the Army Council by paragraph (2) of section one hundred and eighty-three of the Army Act, may on active service be delegated to any general officer whom the Army Council may appoint for the purpose, and accordingly in that paragraph, after the words "and any general officer he" there shall be inserted the words "or the Army Council."

**4. Relations between military and naval forces acting together.**—The following section shall be inserted in the Army Act after section one hundred and eighty-four:—

**184A.**—(1) Where an officer or petty officer in the Navy is a member of a body of His Majesty's naval forces acting with or is attached to any body of His Majesty's military forces under such conditions as may be prescribed by regulations made by the Admiralty and Army Council, then, for the purposes of command and discipline and for the purposes of the provisions of this Act relating to superior officers, he shall, in relation to such body of His Majesty's military forces as aforesaid, be treated and have all such powers (other than powers of punishment) as if he were a military officer or non-commissioned officer as the case may be.

(2) Where any officer or soldier is a member of a body of His Majesty's military forces acting with or is attached to any body of His Majesty's naval forces under such conditions as may be so prescribed as aforesaid, then, for the purposes of command and discipline and for the purposes of the provisions of this Act

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relating to superior officers, the officers and petty officers of such naval body shall, in relation to him, be treated and have all such powers (other than powers of punishment) as if they were military officers or non-commissioned officers.

(3) The relative rank of naval and military officers, petty officers, and non-commissioned officers shall, for the purposes of this section, be such as is provided by the King's Regulations and Admiralty Instructions for the time being in force.

**6. Short title.**—This Act may be cited as the Army (Amendment) Act, 1915.

#### SCHEDULE.

##### PROVISIONS AS TO DETERMINING AMOUNT TO BE PAID FOR ARTICLES REQUISITIONED.

1. Subject to the provisions of this schedule an application to a county court judge for a certificate shall be made in manner provided by rules of court, and shall be heard by the judge, without a jury, and his decision shall not be subject to appeal.

2. Subject to the provisions of this schedule, and to rules of court, the judge shall on such application act in accordance with the law regulating, and shall have the powers attaching to, the exercise of his ordinary jurisdiction.

3. The amount fixed by the certificate shall be such amount as appears to the county court judge to be the fair market value of the article requisitioned on the day on which it was required to be furnished as between a willing buyer and a willing seller, and where the owner of a carriage or horse has been required to deliver it at a distance from his premises shall include such sum as the judge may consider reasonable to cover the cost of such delivery.

4. No court fees shall be payable on the application, but the judge may, if he thinks fit, order either party to pay such sum as he may consider proper by way of costs to the other party, which sum shall be added to or deducted from the amount fixed by the county court judge as the value of the article requisitioned, and the amount to be included in the certificate shall be adjusted accordingly.

5. If the amount already paid by the Army Council exceeds the amount specified in the certificate, the county court judge shall certify the amount of the excess and shall order the amount so certified to be paid to the Army Council, which order shall be enforceable in like manner as a judgment of a county court.

#### CHAPTER 34.

#### Defence of the Realm (Amendment) Act, 1915.

An Act to amend the Defence of the Realm Consolidation Act, 1914.

[16th March, 1915.]

Be it enacted, &c.:—

**1. Right of British subject charged with offence to be tried by civil court.**—(1) Any offence against any regulations made under the Defence of the Realm Consolidation Act, 1914 (5 Geo. 5, c. 8), which is triable by court martial may, instead of being tried by a court martial, be tried by a civil court with a jury, and when so tried the offence shall be deemed to be a felony punishable with the like punishment as might have been inflicted if the offence had been tried by court martial.

(2) Where a person, being a British subject but not being a person subject to the Naval Discipline Act or to military law, is alleged to be guilty of an offence against any regulations made under the Defence of the Realm Consolidation Act, 1914, he shall be entitled, within six clear days from the time when the general nature of the charge is communicated to him, to claim to be tried by a civil court with a jury instead of being tried by court martial, and where such a claim is made in manner provided by regulations under the last-mentioned Act the offence shall not be tried by court martial:

Provided that this sub-section shall not apply where the offence is tried before a court of summary jurisdiction:

Provided also that before the trial of any person to whom this section applies, and as soon as practicable after arrest, the general nature of the charge shall be communicated to him in writing, and notice in writing shall at the same time be given, in a form provided by regulations under the said Act, of his rights under this section.

(3) In addition and without prejudice to any power which a court may possess to order the exclusion of the public from any proceedings, if, in the course of the trial of a person for a felony under this section, application is made by the prosecution, in the interests of national safety, that all or any portion of the public should be excluded during any part of the hearing, the court may make an order to that effect, but the passing of sentence shall in any case take place in public.

(4) The Vexatious Indictments Act, 1859 (22 & 23 Vict. c. 17), as amended by any subsequent enactment shall apply to a felony under this section as if it were included among the offences mentioned in section one of that Act, but a felony under this section shall not be triable by a court of quarter sessions.

(5) For the purpose of the trial of a person for a felony under this section the offence shall be deemed to have been committed either at the place in which the same actually was committed or in any place in the United Kingdom in which the offender may be found or to which he may be brought for the purpose of speedy trial.

(6) An indictment under this section shall not be deemed void or defective by reason that the facts or matters alleged in the indictment for the felony amount in law to treason; and if the facts or matters proved at the trial of any person indicted for any felony under this section amount in law to treason, the person shall not by reason thereof be entitled to be acquitted of such felony; but no person tried for such felony shall be afterwards prosecuted for treason upon the same facts.

(7) In the event of invasion or other special military emergency arising out of the present war, His Majesty may by Proclamation forthwith suspend the operation of this section, either generally or as respects any area specified in the Proclamation, without prejudice, however, to any proceedings under this section which may be then pending in any civil court.

(8) The expression "British subject" in this section includes a woman who has married an alien but who before the marriage was a British subject.

(9) In the application of this section to Scotland "a civil court with a jury" means the High Court of Justiciary, and sub-section (4) shall not apply.

(10) This section shall apply in the case of offences committed and persons arrested before as well as after the passing of this Act.

**2. Witnesses.**—In Ireland a person charged with an offence against any regulations made under the Defence of the Realm Consolidation Act, 1914, before a court martial shall not, nor shall the wife or husband, as the case may be, of a person so charged, be a competent witness, whether the person so charged is charged severally or jointly with any other person.

**3. Short title.**—This Act may be cited as the Defence of the Realm (Amendment) Act, 1915.

#### CHAPTER 36.

### Legal Proceedings Against Enemies Act, 1915.

An Act to facilitate Legal Proceedings against Enemies in certain cases.  
[16th March, 1915.]

Be it enacted, &c. :—

**1. Provision with respect to writs issued against enemy in certain cases.**—(1) Leave may be given to issue a writ of summons in the High Court for service on an enemy out of the jurisdiction or of which notice is to be given to an enemy out of the jurisdiction if the court or judge is satisfied that the case is a case to which this section applies, and the court or a judge may, on an application made at the time leave is so given or at any subsequent time, if satisfied that the writ cannot promptly be served or brought to the notice of the enemy defendant by any of the usual means, make an order (in this Act referred to as an enemy service order) directing substituted or other service of the writ or the substitution of notice for service by means of advertisement or otherwise; and on that order being complied with, all proceedings may be taken on the claim as if the writ had been served on the enemy defendant by the usual means.

(2) The Lord Chancellor may make such rules as he thinks fit for expediting proceedings and regulating procedure generally in a case where an enemy service order has been made and the enemy defendant does not appear; and any rules so made shall have effect as if they were included in the rules of court for the time being in force.

(3) The court or judge, where an enemy service order has been made and it appears not to be practicable to obtain the best evidence of any document which is, in the opinion of the court or judge, material to the case, may admit such other evidence thereof as appears proper in the circumstances.

(4) The court or judge shall have power, where an enemy service order has been made and the enemy defendant does not appear, to order the plaintiff, though unsuccessful, to pay the whole or any part of the costs of the proceedings, if the court or judge consider that it is just to do so in the special circumstances of the case.

(5) The fact that, for the purpose of obtaining the benefit of this section, a writ of summons has been indorsed only with a claim for a declaration in accordance therewith shall not prevent any other

declaration or any consequential or other relief being claimed in other proceedings, or prevent the case being dealt with, although no such other declaration or consequential or other relief is claimed.

(6) This section applies to cases where—

(a) the plaintiff is a British subject and is entitled for the time being to bring an action in the High Court; and

(b) the defendant or one of the defendants is an enemy; and

(c) the writ is indorsed only with a claim for a declaration as to the effect of the present war on rights or liabilities of the plaintiff or defendant under a contract entered into before the outbreak thereof; and

(d) there is written evidence of the contract.

**2. Interpretation.**—For the purposes of this Act—

(a) the expression "enemy" means any persons or body of persons of whatever nationality resident or carrying on business in an enemy country, but does not include persons of enemy nationality who are neither resident nor carrying on business in an enemy country; and

(b) the expression "outbreak of war" shall, as respects any enemy, be construed as referring to the date of the outbreak of war with the enemy country in which the enemy is resident or carrying on business; and

(c) the expression "British subject" includes a corporation incorporated in His Majesty's Dominions.

**3. Saving.**—Nothing in this Act shall prejudice or interfere with any powers of the court to give leave to issue a writ of summons or to adjourn, postpone, or otherwise deal with, any proceedings on any claim against an enemy, and the court or judge may, if it appears on any proceedings in a case where an enemy service order has been made that for any reason the case cannot properly be dealt with under this Act, dismiss the case, without prejudice to any subsequent proceedings in the same matter.

**4. Application to Ireland.**—In the application of this Act to Ireland the Lord Chancellor of Ireland shall be substituted for the Lord Chancellor.

**5. Short title.**—(1) This Act may be cited as the Legal Proceedings against Enemies Act, 1915.

(2) This Act shall not apply to Scotland.

#### CHAPTER 37.

### Defence of the Realm (Amendment) No. 2 Act, 1915.

An Act to amend the Defence of the Realm Consolidation Act, 1914.  
[16th March, 1915.]

Be it enacted, &c. :—

**1. Powers for expediting production of war material.**—(1) Sub-section (3) of section one of the Defence of the Realm Consolidation Act, 1914 [5 Geo. 5, c. 8] (which gives power to take possession and use for the purpose of His Majesty's naval and military services certain factories or workshops or the plant thereof), shall apply to any factory or workshop of whatever sort, or the plant thereof; and that sub-section shall be read as if the following paragraphs were added after paragraph (b) :—

"(c) to require any work in any factory or workshop to be done in accordance with the directions of the Admiralty or Army Council, given with the object of making the factory or workshop, or the plant or labour therein, as useful as possible for the production of war material; and

"(d) to regulate or restrict the carrying on of work in any factory or workshop, or remove the plant therefrom, with a view to increasing the production of war material in other factories or workshops; and

"(e) to take possession of any unoccupied premises for the purpose of housing workmen employed in the production, storage, or transport of war material."

(2) It is hereby declared that where the fulfilment by any person of any contract is interfered with by the necessity on the part of himself or any other person of complying with any requirement, regulation, or restriction of the Admiralty or the Army Council under the Defence of the Realm Consolidation Act, 1914, or this Act, or any regulations made thereunder, that necessity is a good defence to any action or proceedings taken against that person in respect of the non-fulfilment of the contract so far as it is due to that interference.

(3) In this section the expression "war material" includes arms, ammunition, warlike stores and equipment, and everything required for or in connection with the production thereof.

**2. Short title.**—This Act may be cited as the Defence of the Realm (Amendment), No. 2, Act, 1915.

### Lord Haldane on the War.

In the course of an interview with Mr. G. Price Bell, the London correspondent of the *Chicago Daily News*, which appeared in the *Daily Chronicle* of the 1st inst., Lord Haldane is reported to have said:—

"We ask you in America—all, whether for or against us, heirs of the early struggles of our race—to realise that when we say we are fighting for life we use no figure of speech. Hyperbole there is in

plenty, of course; but this is not hyperbole. We are fighting for life, and we ask the forbearance of America while we prosecute the struggle. If we appear in a wholly new situation to go beyond some of the rules of the books we shall not violate the dictates of humanity, and shall not turn back the clock of civilisation. We take it that our interest in ending the war quickly—ending it in the only way in which the Allies can afford to see it ended at all—is also the interest of the United States.

"Germany's submarine warfare on belligerents and neutrals alike is a thing with no analogue. We are compelled to meet it. In devising a plan, we have given anxious study to the interests of neutrals. We have settled upon certain general principles that seem to us more favourable to neutrals than are the hitherto sufficient principles of international law. Some American newspaper, I believe, has said that we, in our turn, are destroying a 'scrap of paper.' We think we are creating a 'scrap of paper,' and one with which neutrals, possessing full knowledge, will find no reason to quarrel.

"If we had recourse to the full rigours of the conventional blockade, we could claim to confiscate ships and cargoes seeking to evade it. What we want to do is to spare neutrals all possible inconvenience and injury—spare their crews, ships, and cargoes—and still throw the last ounce of our naval strength into the effort to break the system that despotism has set in operation against the happiness and prosperity of the world.

"About America let me say two or three things with all emphasis. We do not assert any right to ask America to come into this war. One has heard it said that your country, as a result of the faith it has had in the security of peace, is so unprepared for war as to be relatively negligible in a warlike sense. This notion we do not share. We have not a doubt that America would be a most formidable factor in any war in which it might engage.

"But we do not claim that your country should throw its sword into the scale on our behalf. We ask no nation to do this. Such a question as that of peace or war we think should be decided by every nation with sole reference to its own view of its duty and needs. We realise America's situation. We sympathise with President Wilson in what we regard as his honourable fidelity to his official trust."

## Obituary.

### Lieut A. E. Sparling.

Lieut. Arthur Edward Sparling, of the 2/8th Battalion, Essex Regiment, died at his father's home at Downham Market on 19th February, at the age of thirty-six. Mr. Sparling was the son of Rev. Philip Wm. Sparling, of Home Rectory, Downham Market, and formerly a master at Gloucester Cathedral College, and in 1904 qualified as a solicitor, becoming a partner with his uncle (Mr. A. S. B. Sparling) in the firm of Messrs. Sparling & Son, of Colchester. The late Mr. "Tom" Sparling—he was always known among his friends as "Tom"—was regarded by his fellow-solicitors as a lawyer who thoroughly knew his work, and it was thought he had a bright future before him. He was a good sportsman, had taken an active part in the organization of the Colchester lawn tennis tournaments, and was much liked by those who knew him.

Soon after the outbreak of the war Mr. Sparling joined the Colours, being gazetted Second Lieutenant in the 2/8th (Cyclist) Battalion of the Essex Regiment, and was recently promoted Lieutenant. He returned to work too soon after an attack of influenza and his exposure in the course of his military duties brought on the illness which proved fatal. It is interesting to record that he was a grandson of the late Mr. Philip Smith Sparling, solicitor, of Colchester, who was admitted in the year 1825, and a great-grandson of the late Mr. William Sparling, also a solicitor of the same town, who was admitted in the year 1787. The latter was himself a Lieutenant in the Colchester Volunteers during the Napoleonic War in the early part of last century.

## Legal News.

### Appointment.

Mr. HEBER LEONIDAS HART, K.C., has been appointed to be Recorder of Ipswich, in place of Sir Frederick Low, who has been appointed a judge of the High Court.

### General.

At a meeting of the governing body of the Crystal Palace last week, at which Alderman Sir David Burnett presided, Mr. J. C. Holmes, of 34, Clement's-lane, E.C., was appointed solicitor and Messrs. Cash, Stone, & Co., of 90, Cannon-street, auditors to the trustees.

The Lords Commissioners of His Majesty's Treasury have appointed Mr. Hartley Withers to be Director of Financial Inquiries in the Treasury. The formation of this new department is, says the *Times*, a direct outcome of the war. When the crisis of last July arose the Treasury found itself in immediate need of a mass of information of every description. The contingency was unprecedented, and it was, moreover, necessary that the required information should be obtained

## EQUITY AND LAW

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W. P. PHELPS, Actuary and Secretary.

with the least possible delay. It was thereupon decided that the new department should at once be created to assist the Treasury. The Financial Inquiries Department will be able to supply the Chancellor of the Exchequer at short notice with full and authoritative information regarding movements of capital, foreign currency, and financial arrangements generally. It is anticipated that much time will be saved to the Treasury when the department is in full working order.

In a report by the Comptroller-General of Patents, Designs and Trade-Marks, published last Saturday, he remarks with reference to the action taken in regard to patents and trade-marks owned by alien enemies, that in the majority of applications made under the Act passed soon after the war broke out, licences to manufacture under these patents have been granted to proper applicants on the condition of paying a royalty to the Public Trustee until the Board of Trade orders otherwise. The ultimate destination of the royalty will, no doubt, be carefully considered by the Board of Trade at the end of the war, when all the circumstances, including the treatment of British industrial property in alien enemy countries, will be taken into account. The policy has not been to destroy or confiscate the patent rights, or rights arising from the registration of designs or trade-marks, owned by alien enemies, but to foster the sale and manufacture of goods by giving to the manufacturer or merchant an effective security against any legal proceedings for infringement hereafter.

The public are cautioned to be sure of obtaining the genuine "Oxford" Sectional Bookcase, as exhibited at "Ideal Homes" and other exhibitions, particulars of which may be obtained free from the sole inventors and manufacturers, William Baker & Co., Oxford. Avoid imitations, which, although similar in name and general appearance, are quite differently constructed, of inferior finish, and more expensive. The "Oxford" is only genuine when connected with the name of WILLIAM BAKER & CO.—[ADVT.]

HERRING, SON & DAW (estab. 1773), surveyors and valuers to several of the leading banks and insurance companies, beg to announce that they are making a speciality of valuations of every class of property under the Finance (1909-10) Act, 1910. Valuation offices: 96, Cheapside, E.C., and 312, Brixton-hill, S.W. Telephone: City 377; Streatham 130.—[ADVT.]

## Winding-up Notices.

### JOINT STOCK COMPANIES.

#### LIMITED IN CHANCERY.

*London Gazette*.—FRIDAY, May 26.

D.E.M.P. SYNDICATE, LTD.—Creditors are required, on or before April 26, to send in their names and addresses, and particulars of their debts or claims, to K. Wilson 7, Union st, Old Broad st, liquidator.

Premier Confectionery Co (LIVERPOOL), LTD.—Creditors are required, on or before April 5, to send their names and addresses, and the particulars of their debts or claims, to John Torrance Murray Park, 221, Tower bridge, Liverpool, liquidator.

### JOINT STOCK COMPANIES.

#### LIMITED IN CHANCERY.

*London Gazette*.—TUESDAY, May 30.

CAMERON STEAMSHIP CO, LTD.—Creditors are required, on or before April 2, to send their names and addresses, and particulars of their debts or claims, to K. McDonald Cameron, 26, Church st, West Hartlepool, liquidator.

JOHN OATES & SONS, LTD.—Creditors are required, on or before April 20, to send their names and addresses, and the particulars of their debts or claims, to W. Hargraves, Knowl Brow, Mirfield, liquidator.

GENERAL FISHING INSURANCE CO, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before April 14, to send their names and addresses, and the particulars of their debts or claims, to Frederick Fugill, Great Northern Chambers, Bethlehem st, Grimsby, liquidator.

**TOORA PROPRIETARY TIN FIELDS, LTD.**—Creditors are required, on or before July 3, to send their names and addresses, and particulars of their debts or claims, to Ernest Walter Sandeman, 4, London Wall bldgs, liquidator.  
**W.H. JOHNSON & CO., LTD.**—Creditors are required, on or before April 30, to send their names and addresses, and particulars of their debts or claims, to Charles Brannan, 12, King st, Cheapside, or Frederic William Davis, 96-97, Finsbury pvtmt, liquidators.

## Resolutions for Winding-up Voluntarily.

*London Gazette*.—FRIDAY, Mar. 26.

**Marvin and Jenkinson, Ltd.** Cameron Steamship Co, Ltd.  
**Hunter & Vaughan, Ltd.** Linoxyli, Ltd.  
**Oliver Eastwood (Successors), Ltd.** Thomas William Bagley, Ltd.  
**D. F. M. P. Syndicate, Ltd.** Par Bakery Co, Ltd.  
**Lycum Club, Ltd.** George Taplin & Co, Ltd.  
**Toora Proprietary Tin Fields, Ltd.** Manor Theatre Co, Ltd.  
**Palace Theatre (Harrogate), Ltd.** William Ward, Ltd.  
**Chapman & Co, Ltd.** Mitchelldean Joinery Co, Ltd.  
**Oak Tree-Christians Card Manufacturing Co, Ltd.** East Pull Cook Davies Co, Ltd.  
**Malikop Victory Oil Co, Ltd.** Malikop Victory Oil Co, Ltd.  
**Black Sea Oil Fields, Ltd.**

*London Gazette*.—TUESDAY, Mar. 30.

**Linnet (New) Mill Co, Ltd.** Boddard Motor Co, Ltd.  
**South Wimbledon Laundry, Ltd.** Chinese Development Syndicate, Ltd.  
**Hawthorn Fire Detector Co, Ltd.** Grajahu Syndicate, Ltd.  
**Loughborough Dairy Co, Ltd.** John Oates & Sons, Ltd.  
**Mersey Anti-Corrosive Paint Co, Ltd.** G. Greengrass, Ltd.  
**Holden & Burns, Ltd.** Finsbury Estate Co, Ltd.  
**Adoscope, Ltd.** Dawson Shipping Co, Ltd.  
**Cold Storage Trust, Ltd.** Wyke Trust, Ltd.

## Creditors' Notices. Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

*London Gazette*.—FRIDAY, Mar. 26.

**ACTON, WALTER**, West End, Hants May 31. Mott & Son, Bedford row  
**ALLEN, WILLIAM EDGAR**, Litt D, Whirlow House, nr Sheffield April 30 Witty & Co,  
 Fenchurch bldgs  
**ARBLASTER, GEORGE**, Elmhurst, nr Lichfield May 1 Gardner & Sons, Rugeley  
**ATHERLEY, JOHN**, Bishophill, York, Licensed Victualler May 1 Cromble & Sons,  
 York  
**BARRON, EMILY MATILDA**, Hove April 25 Sharp & Benest, Watling st  
**BENSON, RICHARD ERLE**, Piccadilly April 20 Winters & Co, Arundel sq  
**BAHADUR, His Highness SHIRENDRA NARAYAN SHUP**, Maharaja of Cooch Behar, Cal-  
 cutta, India, May 1 Mills, New sq  
**BINGLEY, CATHERINE ISABELLA**, Cockermouth, Cumberland April 30 Hayton & Co,  
 Cockermouth  
**BRADBURY, Capt EDWARD KINDER, VC**, Aldershot May 3 Cobbett & Co, Manchester  
**BRAMWELL, JANE ROSA**, Rumboldsway, Chichester April 23 Barker & Co, Brighton  
**BROUGHTON, SAM**, Rastrick, nr Brighouse April 24 Richardson, Brighouse  
**BULLINGER, ROVD ETHELBERT WILLIAM**, Hampstead April 24 Hicks, Moorgate  
 Stati in chmbers  
**COOPER, ELIZABETH**, Thorneford, South Lambeth May 1 Turner & Co, Ipswich  
**COTTON, FLORENCE HESTER LAVINA**, Redeham Hall, nr Horley, Surrey April 30 Blunt  
 & Brockenhurst, Maclefield  
**DEST, ROBERT JOHN**, Kings Meaburn, Westmorland, Farmer May 1 Richardson,  
 Appleby  
**D'OLLY, ELINOR**, Charlton Marshall, Dorset April 21 Trall & Co, Blandford  
**DRATTON, SYDNEY HERBERT**, Great Marlborough st, Pearl Merchant May 1 W H &  
 A G Herbert, Cork st, Burlington gdns  
**DREW, JOHN BALLARD**, Birmingham April 10 W A & L F Williams, Birmingham  
**DUNNING, ELIZABETH**, Exmouth May 1 Collins & Woods, Swansea  
**ENDACOTT, HENRY**, Hove, Town Clerk May 1 Fitz-Hugh & Co, Brighton  
**FOY, MARTIN VICTOR**, Headley, Hants May 10 Shaen & Co, Bedford row  
**GODLEY, GEORGE**, Ditchling, Sussex April 15 Nisbet & Co, Lincoln's inn fields  
**GREESING, MARIA FANNY**, Oxford April 30 Jessel, Oxford  
**GRIFFITHS, SARAH**, Pontefract, Carmarthen April 20 Kammerer, Llanelli  
**GRIMBLE, CAROLINE MARY**, Turnbridge Wells April 30 Jackson, Charles st, St James' sq  
**HALF, JOSEPH**, Skirbeck, Lincoln May 15 Staniland & Son, Boston, Lincs  
**HODGKINSON, JOHN FRANCIS**, Baslow, Derby June 1 Taylors, Bakewell  
**HOLME, HENRY**, Northowram, nr Halifax April 24 Richardson, Brighouse  
**HORNMAN, ALICE**, Dacre, Yorks April 17 Kirby & Co, Harrogate  
**JOHNSON, ANN**, Farningdon, Berks April 26 Haines, Farningdon

**JONES, EDWARD**, Llanfihangel y Pennant, Merioneth, Farmer April 23 Gillart,  
 Machynlleth  
**JONES, EDWARD AARON ARGYLE** sq, King's Cross April 30 Romain, Bishopsgate  
**KEARLY, PETER**, Wimbledon, Surrey, Newspaper Proprietor April 25 Carter & Co,  
 Great James st

**LAM, WONG TSUK**, Victoria, Hongkong May 24 Langlois & Co, Bishopsgate  
**LAWRENCE, EDWARD SAMSON**, Balham hill April 30 Mossop & Syme, Lincoln's Inn fields  
**LEVY, JOSEPH**, Pretoria, Transvaal May 7 Anning & Co, Cneapside  
**LYON, THOMAS**, Scarborough, Licensed Victualler May 8 Turnbull & Sons, Scar-  
 borough

**MARSHALL, SARAH**, Warwick April 15 Moore & Tibbits, Warwick  
**MCKELLAR, EDWARD**, Brighton May 1 Eggar & Co, Brighton  
**MCLAREN, ROBERT ALLAN**, Hove, Chartered Accountant May 1 Eggar & Co, Brighton  
**MONTGOMERY, LANCELLOT ALEXANDER**, a Lieutenant in HM Royal Navy May 1 Ham-  
 mond, Salisbury

**MOORHOUSE, SUGARHAN**, Dacre, Yorks April 17 Kirby & Co, Harrogate  
**MORTON, WILLIAM**, Manville rd, Upper Tooting, Dalryman April 30 Gerrish & Foster,  
 College st

**NOVIS, GEORGE**, Brighton, Butcher April 19 Neale, Brighton  
**PHILLIPS, SAMUEL**, Colchester April 21 Block & Cullingham, Ipswich  
**POLHILL, GEORGINA PETRINA**, Blundham, Beds April 25 Sharp & Benest, Watling st  
**ROBINSON, JOHN**, Kendal, Accountant April 26 H & E Moser, Kendal  
**SANSOM, ROBERT**, Mount Pleasant ln, Upper Clapton April 26 Guilliana & Sons Salis-  
 bury sq

**SENIOR, JAMES**, Shopley, nr Huddersfield, Brewer April 30 Armitage & Co, Hud-  
 dersfield

**SHPARE, MARGARET**, Knaresborough April 10 Jones & Burwell, Durham

**SHAW, WILLIAM EDWARD**, Stockton on Tees Off Licensed Victualler April 28 Cohen,  
 Stockton on Tees

**SHIRLEY, ELIJAH**, Burslem April 30 Slaney, Newcastle  
**SINNOTT, HELENA**, Largent av, Putney April 24 Saxton & Morgan, Somerset st,  
 Portman sq

**SKINNER, JEREMIAH**, Brighouse April 24 Richardson, Brighouse  
**SMITH, THOMAS WARING**, Northampton April 24 Phipps, Northampton

**STAINE, CATHERINE**, West Hampstead April 22 Wansey & Co, Moorgate st  
**STEPHEN, DOUGLAS CLINTON LESLIE**, Great Bowden, Market Harborough, Leicester  
 April 28 Williamson & Co, Sherborne in

**THORPE, MARY**, Repton, Derby May 6 Lowe & Auden, Burton upon Trent

**TUDOR, Lieut DOUGLAS COURtenay, RN**, Shalford, Surrey April 28 Weir & Co, London  
 Wall

**UMLAND, CARL WILHELM STEPHAN**, Croydon, Builder May 1 Edridge & Co,  
 Croydon

**WALLIS, Lieut HENRY DHOBY**, Pall Mall May 1 Johnson & Co, New sq

**WATERS, JOHN**, Leicester, Licensed Victualler April 24 Haxby & Co, Leicester

**WESTLEY, SAMUEL**, Newmarket, Cambridge April 29 Ennion & Union, New-  
 market

**WILLIS, ELIZABETH**, Nottingham April 30 Leaman, Nottingham

**WITHERDEN, JOHN**, Biddenden, Kent April 24 Mace & Sons, Tenterden

**WRIGHTAM, WILLIAM**, Barton on Humber April 23 Mason, Barton on Humber

*London Gazette*.—TUESDAY, Mar. 30.

**AVERY, CHARLOTTE**, Blackwell, nr Bromsgrove April 30 Beale & Co, Birmingham  
**BARKER, MARIA THeresa**, Wood vale, Forest Hill May 7 Soames & Vigo,  
 Elstree pl

**BECK, ASTIUS**, Charterhouse sq April 30 Thompsons & Co, East India av  
**BELL, THOMAS**, Uppingham, Rutland April 30 Devonshire & Co, Frederick's pl, Old  
 Jewry

**BLAIR, GEORGE**, Morpeth, Licensed Victualler April 27 Brumell & Sample,  
 Morpeth

**BROWN, ELIZABETH ANN**, Birkdale, Southport April 30 Wheeldon & Quayle, South-  
 port

**BROWN, JOSEPH**, Newton Ferrars, nr Plymouth May 8 Seagrove & Co, Chan-  
 cery in

**BUNNIS, HANNAH ELIZABETH**, Middlebrough April 26 Dawes, Middlebrough  
**CLARK, ALEXANDER GLADSTONE**, Alstonfield, Staffs, May 1 Grover & Co, Man-  
 chester

**CRAIGE, EMMA**, Lytton grove, Putney April 22 Munby & Sparkes, Crosby bldgs,  
 Crosby sq

**CUMBERLAND, EMMA ANNE**, Ecclesfield May 10 Kirby & Co, The Sanctuary, West-  
 minster

**DAWE, MARY**, Sherborne, Dorset May 1 Salisbury, Bristol  
**D'ESTERRE, HENRY VASSALL**, Bournemouth April 30 Mote & Son, Gray's inn sq

**DRING, SARAH ANN**, Brighton May 1 Copley, St Ives, Hunts

**DUNBAR, WALTER**, Sythe rd, Hornsey April 30 Holcombe & Banks, Gt James st,  
 Bedford row

**FORTIER, SARAH**, Hastings May 15 Scadding & Bodkin, Gordon st  
**GRANT, ROBERT JOHN**, Leytonstone, Essex May 7 Lake & Son, Carey st

**GRAYSON, CAPT AMBROSE DIXON HOLDRAKE**, Birkenh. ad May 1 Johnson & Co, New  
 sq, Lincoln's inn

**GREEN, THOMAS**, Preston April 30 Brookall, Preston

**GRIMSHAW, JANE**, Wilpshire, nr Blackburn April 17 Craven & Son, Preston

**HARMAN, JOSEPH WILLIAM**, Southampton May 11 Hallitt & Martin, Southampton

**HENSWOOD, CAROLINE ENNA**, Liskamp, Cornwall April 25 Venning, L skeard

**HOBSON, WILLIAM**, East Grinstead Schoolmaster April 30 Head, East Grinstead

**HOWE, LOUISA**, Ashton under Lyne April 20 Bromley & Hyde, Ashton under Lyne

**HULLAH, MARY**, Halifax May 1 Bailey, Halifax

**HYDE, ROBERT SINGER**, Worthing April 12 Butcher & Son, Gresham st

## THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED,

24, MOORGATE STREET, LONDON, E.C.

ESTABLISHED IN 1890.

LICENSES INSURANCE.

SPECIALISTS IN ALL LICENSING MATTERS.

Upwards of 750 Appeals to Quarter Sessions have been conducted under the direction and supervision of the Corporation.  
 Suitable Clauses for insertion in Leases or Mortgages of Licensed Property, Settled by Counsel, will be sent on application.

### POOLING INSURANCE.

The Corporation also insures risks in connection with FIRE, CONSEQUENTIAL LOSS,  
 BURGLARY, WORKMEN'S COMPENSATION, FIDELITY GUARANTEE, THIRD PARTY, &c., under  
 a perfected Profit-sharing system.

APPLY FOR PROSPECTUS.

JONES, THOMAS OWEN, Bedminster, Bristol May 1 Jones, Carnarvon  
 JONES, WILLIAM JOE, Handsworth, Birmingham, Bank Manager April 24 Restall & Co., Birmingham  
 LANGFORD, FRED CLARKSON, Merton rd, Wimbledon April 30 Payne, Basburghall st  
 LEVINGS, SIR RICHARD WILLIAM, Mullingar, Ireland April 30 Stow & Co., Lincoln's Inn Fields  
 MARSH, MARION ELIZA, Campion House rd, Kensington April 30 Burnett, Henrietta  
 66, Cavendish sq  
 OXFORD, MARGARET, St Helens, Lancs April 13 Barrow & Cook, St Helens  
 OLIVER, JOHN, Westgate, Chesham Common May 1 Hopworth & Co., Coventry House, South pl, Finsbury  
 PLEMPHIDGE, GEORGE, Basingstoke April 30 Wood & Co., High Wycombe  
 PULLEN, EDWARD, Turnpike Ln, Hornsey, Printer May 1 Maskell & Nisbet, John st, Bedford Row  
 RAIFORD, JOHN, S'w'rbury, Cabinet Maker April 30 William, Hestercroome av, Fulham  
 RAMSEY, BETTY, Blackpool April 30 Robinson, Blackpool

ROBERTSON, MARTHA FELICIA, Solihull, Warwick April 28 Mitchell & Chattock, Birmingham  
 ROBERTSON, MARY ANNE, Solihull, Warwick April 29 Mitchell & Chattock, Birmingham  
 RUSSELL, JAMES, Manchester, Builder April 26 Boote & Dutton, Manchester  
 SHACKLETON, JOHN, Burnley, Furniture Dealer April 30 Whittingham, Burley  
 SMITH, ELIZABETH, Bradford, Mrs. Ware, Herts, Hotel Proprietor May 1 Giaby & Son, Ware  
 SQUIER, BENJAMIN WADE, Ware, Herts, Hotel Proprietor May 1 Giaby & Son, Ware  
 STRONG, RICHARD, Champion Park, Denmark Hill May 7 Smallman, Queen st  
 TAYLOR, CHARLES GEORGE CORROTT, Portishead, Somerset May 4 Thorne & Co., Fen-church st  
 VOLLER, ARTHUR GEORGE, Po tana, Hunts, Beer House Keeper April 30 Hobbs & Brutton, Portsmouth  
 WATTS, WILLIAM ERNEST, Knaver, Stafford, Farmer April 19 Cooksey & Co., Old Hill, Staffs  
 WHITCOMBE, WILLIAM PHILIP, Bearwood, Smethwick, Staffs, Surgeon April 24 Restall & Co., Birmingham  
 WOODHOUSE, REV EDWARD LIVERTON, Dunedin, Otago, New Zealand April 30 Goddard & Co., Clement's Inn

## Bankruptcy Notices.

*London Gazette.—TUESDAY, Mar. 28.*

### FIRST MEETINGS.

ANDERSON, FREDERICK WALTER, Wimbleton, Buller Mar 31 at 11.30, York rd, Westminster Bridge rd  
 APTON, WILLIAM ASTBURY, Stafford, Draper April 1 at 12 Swan Hotel, Stafford  
 BERTHUM, HARRY, Harry Dock, Tobacconist Mar 31 at 11 Off Rec. 117, St Mary st, Cardiff  
 COKER, LOUIS, Queen's gdns, Lancaster gate Mar 31 at 1 Bankruptcy bldgs, Carey st  
 CRAMPON, JOHN HENRY, Holbeck, Leeds, Roundabout Proprietor Mar 31 at 11 Off Rec. 21, B and st, Leeds  
 DEAN, RENNIE ELLIOTT, and WILLIAM STOTT, Colse, Lancs, Coloured Goods Manufacturers Mar 31 at 11 Off Rec. Byrom st, Manchester  
 EMANUEL, MORRIS, Billiter st, Mar 31 at 2.30 Bankruptcy bldgs, Carey st  
 ENFIELD, FREDERICK WILLIAM, Settle, Yorks, Yeast Dealer Mar 30 at 11 Off Rec. 12, Duke st, Bradford  
 FEKE, HUGO, Lancaster gate April 1 at 12 Bankruptcy bldgs, Carey st  
 GAYFORD, WALTER HENRY, Stratford rd, Kensington, Wine Merchant Mar 31 at 11.30 Bankruptcy bldgs, Carey st  
 HART, MICHAEL JAMES, Bath, Newsagent Mar 31 at 11.30 Off Rec. 26, Baldwin st, Bristol  
 HAW, JOHN, Darlington, Tailor Mar 30 at 12 Off Rec. Court Chambers, Albert rd, Middlesbrough  
 HEDING, ALLEN, Eckington, Worcester, Baker April 2 at 11.30 Off Rec. 11 Copenhagen st, Worcester  
 HODSON, THOMAS WOOD, Filey, Yorks, Clothier Mar 31 at 4 Off Rec. 49, Westbrough, Scarborough  
 HOLLEY, WILLIAM ARTHUR, Surbiton, Surrey, Outfitter Mar 30 at 11.30, York rd, Westminster Bridge rd  
 JACKSON, WILLIAM, Clitheroe, Hay Dealer April 1 at 11 Off Rec. 13, Winckley st, Preston  
 JOHN, FREDERICK GEORGE, Redcross st, Stay Materials Merchants Mar 31 at 12 Bankruptcy bldgs, Carey st  
 KNIGHT, SYDNEY WESTON, Leicester, Hosiery April 1 at 8 Off Rec. 1, Barridge st, Leicester  
 LEAH, SAMUEL, Truro, Plumber April 1 at 12.30 Off Rec. 12, Princes st, Truro  
 MORGAN, ARTHUR, Southwark Park rd, Bermondsey, Dairyman Mar 31 at 11 Bankruptcy bldgs, Carey st  
 NEWMAN, THOMAS, Blackburn, April 1 at 11.15 Off Rec. 13, Winckley st, Preston  
 PHILLIPS, FRANK STUART, Trefoest, Glam, Stationer Mar 30 at 11.15 Off Rec. 81 Catherine's Chambers, St Catherine's Pontypriod  
 FOX, FREDERICK HOUSE, Broad st pl, Mining Engineer Mar 31 at 11.30 Bankruptcy bldgs, Carey st  
 PORTER, HENRY, Liscard, Chester Mar 31 at 11 Off Rec. Union Marine bldgs, 11, Dale st, Liverpool  
 REND, GEORGE ERSKINE, Maghull, nr Liverpool, Insurance Agent April 1 at 11 Off Rec. Union Marine bldgs, 11, Dale st, Liverpool  
 ROWNDES, GWILM, Glynnneath, Glam, Grocer Mar 31 at 11 Off Rec. Government bldgs, St Mary's st, Swansea  
 REUBENSTEIN, ABRAHAM, Artillery Ln, Furrier Mar 31 at 1 Bankruptcy bldgs, Carey st  
 SAKER, HENRY FRANK, Camborne, Cornwall, Railway Agent April 1 at 12 Off Rec. 12, Princes st, Truro  
 SCHUTTON, FLORENCE CHARLOTTE, Shirley, Southampton Mar 31 at 12 Off Rec. Midland Bank Chambers, High st, Southampton  
 STEWART, PETER, Brompton, Yorks, Publican Mar 31 at 4.30 Off Rec. 48, Westborough, Scarborough  
 THOMAS, JOSEPH, Pontiofyn, Glam, Grocer Mar 31 at 12 Off Rec. County Court, Town Hall, Merthyr Tydfil  
 TOWNSEND, JOSEPH OSBORNE, Wootton Bassett, Wilts, Licensed Victualler April 1 at 11 Off Rec. 38, Egmont Circus, Swindon  
 WELCH, MARION EMILY, Porchester gdns Mar 31 at 11 Bankruptcy bldgs, Carey st  
 WHITE, THOMAS, Cambridge, Tailor Mar 30 at 12 Off Rec. 5, Petty cury, Cambridge  
 TAYLOR, JOSEPH, Wrington, Somerset, Grocer Gardner Mar 31 at 11.45 Off Rec. 26, Baldwin st, Bristol  
 Amended Notice substituted for that published in the London Gazette of Mar. 16:  
 HARDOCKS, ALFRED, Burton on Trent, Builder Mar 23 at 11.30 Off Rec. 12, St Peter's churchyard, Derby

### ADJUDICATIONS.

BRYANT, DAVID, and TOM BRYANT, Harrogate, Wholesale Confectioners York Pet Mar 16 Ord Mar 16  
 BUCK, WILLIAM THOMAS, Blackpool, Builder Preston Pet Feb 11 Ord Mar 17

COKER, LOUISA, Queen's gdns, Lancaster gate High Court Pet Mar 19 Ord Mar 19  
 DYSON, RENNIE ELLIOTT, and WILLIAM STOTT, Colne, Lancs, Coloured Goods Manufacturers Burnley Pet Mar 19 Ord Mar 18  
 EMBLEY, FREDERICK WILLIAM, Settle, Yorks, Yeast Dealer Bradford Pet Mar 18 Ord Mar 18  
 GAMMAGE, FRANK WILLIAM, Mark in High Court Pet Dec 10 Ord Mar 19  
 HARRISON, SAMUEL WILLIAM, Edgbaston, Birmingham, Contractor Birmingham Pet April 28 Ord Mar 19  
 HODGSON, THOMAS WOOD, Filey, Yorks, Clothier Scarborough Pet Mar 18 Ord Mar 18  
 JOSEPH, MICHAEL EMANUEL, Strand High Court Pet Mar 19 Ord Mar 20  
 NIMAN, HENRY, Newcastle upon Tyne, Tailor Newcastle upon Tyne Pet Feb 26 Ord Mar 17  
 NUGENT, SIR CHARLES, Moreton in Marsh, Glos, Trainer of race Horses Banbury Pet Jan 14 Ord Mar 18  
 PLANT, HENRY, Stockport, Cheshire, Builder Stockport Pet Mar 20 Ord Mar 20  
 RICHES, ERNEST JAMES, Pershingham, Norfolk, Boot Repairer King's Lynn Pet Mar 18 Ord Mar 18  
 SCOTT, SAMUEL ALLEN, Milford Haven, Pembrokeshire, Pembroke Dock Pet Mar 18 Ord Mar 18  
 SELFE, REGINALD JOHN, Mark in High Court Pet Dec 31 Ord Mar 18  
 STEWART, PETER, Brompton, Yorks, Publican Scarborough Pet Mar 18 Ord Mar 18  
 TOWNSEND, JOSEPH OSBORNE, Wootton Bassett, Wilts, Licensed Victualler Swindon Pet Mar 18 Ord Mar 18  
 TURNBULL, ANNA FIELD, Eton, Bucks Windsor Pet Mar 18 Ord Mar 18  
 WHITWAM, ANN, Leeds Pet Mar 19 Ord Mar 19  
 WILLIAMSON, FREDERICK JOSIAH, Hanley, Staffs, Wholesale Baker Hanley Pet Mar 1 Ord Mar 18  
 WILSON, HORACE HENRY EDWIN, Portsmouth, Leather Merchant Portsmouth Pet Mar 19 Ord Mar 19

### ADJUDICATION ANNULLED.

HUGHES, THOMAS JOHN, Aberfan, Merthyr Tydfil Merthyr Tydfil Adjudged April 8, 1914 Annual Mar 17

*London Gazette.—FRIDAY, Mar. 28.*

### RECEIVING ORDERS.

AMBROSE, CHARLES, 7a, Ship Tavern passage, Leadenhall Market, Fruiter Salesman High Court Pet Mar 22 Ord Mar 22  
 ATTWOOD, & CO., Platford, Essex, Drapers High Court Pet Mar 8 Ord Mar 22  
 BRAUD, GEORGE, Morecombe, Bookseller Manchester Pet Mar 23 Ord Mar 23  
 COLLINS & CO., Vauxhall Cross, Stone Merchants High Court Pet Feb 16 Ord Mar 23  
 CRAIGIE, ABRAHAM, Tredegar, Draper Tredegar Pet Mar 12 Ord Mar 22  
 DAVIES, RICHARD, Manchester, Music Hall Performer Salford Pet Mar 24 Ord Mar 24  
 FRIGHT, PERCY WILLIAM VINCENT, Margate, Engineer Canterbury Pet Mar 9 Ord Mar 24  
 FAIR BROS., Regent's Parade, North Finchley, Hosiery Barnet Pet Mar 6 Ord Mar 24

### FIRST MEETINGS.

AMBROSE, CHARLES, Ship Tavern passage, Leadenhall Market, Fruiter Salesman April 8 at 1 Bankruptcy bldgs, Carey st  
 ATTWOOD & CO., Platford, Essex, Drapers April 8 at 12 Bankruptcy bldgs, Carey st  
 CLARK, FRANK, Toynton St Peters, Lincs, Farmer April 6 at 2 Off Rec. 4 and 6, West st, Boston  
 COLLINS, & CO., Vauxhall Cross, Stone Merchants April 8 at 11.30 Bankruptcy bldgs, Carey st

## HOME MISSIONS.

The ADDITIONAL CURATES SOCIETY provides assistant Clergy for the slums and poorer suburbs of large cities, and for mining and other industrial towns; in doing so it acts as a **CENTRAL AGENCY** for conveying help to those parts of the country where pressure is greatest. The Society's work is of very real importance at the present moment. It enables Churchpeople in any given part to send help to those needy places which are beyond the border of the Diocese in which they live, and therefore cannot be helped by their contribution to its Diocesan Finance. In this way, the A.C.S. is giving great help to the populous poor districts of South London and "London over the Border," to the Colliery regions of South Wales, and to parishes in the Black Country and the Staffordshire Potteries.

A.C.S. Office: 14, GREAT SMITH STREET, LONDON, S.W.

FLOWER, ALFRED JOHN WILLIAM SAUNDERS, Winton, Bournemouth, Builder April 7 at 3 Dorchester chmbs (first floor), Yelverton rd, Bournemouth HAMER, HARRY, Rothley, Leicester, Grocer April 7 at 2 Off Rec, 1 Berriote st, Leicester HOLSWORTH, JOHN JAMES, Bedcar, Boot Dealer April 7 at 11.30 Off Rec, Court chmbs, Albert rd, Middlesbrough HORNEY, WILLIAM GEORGE, Romford rd, Stratford April 9 at 11 Bankruptcy bldgs, Carey st HURST, CLARENCE, Brighton April 8 at 11 Off Rec, 12a Marlborough pl, Brighton HYGIENE MINERAL WATER CO., Tuckton, Bournemouth Mineral Water Manufacturers April 7 at 2.30 Dorchester chmbs (first door), Yelverton rd, Bournemouth JONES, EDWARD, FRANCISCA, Tooting Common, Fruiterer April 8 at 1 Bankruptcy bldgs, Carey st LEMBECK, EDUARDO, Cromwell rd, Kenilworth April 12 at 11 Bankruptcy bldgs, Carey st MANSFIELD, CHARLES ALBERT, Leicester, Travelling Draper April 7 at 2.30 Off Rec, 1, Berridge st, Leicester MARTIN, M, George st, Shoreditch, Cabinet Maker April 9 at 11.30 Bankruptcy bldgs, Carey st MEMORY, ALFRED, Colchroft row, Islington, Wholesale Mantel Maker April 9 at 12 Bankruptcy bldgs, Carey st MUIR, EDWIN NORMAN and WILLIAM BISSETT MUIR, Southport, Stock Broker April 7 at 11 Off Rec, Union Marine bldgs, 11, Dale st, Liverpool MYERS, VICTOR, Ravey st, Shoreditch, Timber Merchant April 9 at 1 Bankruptcy bldg, Carey st PEARSON, THOMAS STEPHEN, Chatsworth rd, Clapton Corn Dealer April 8 at 11.30 Bankruptcy bldgs, Carey st PETERS, CHARLES WILLIAM, Eastcheap bldgs, Eastcheap Merchant April 8 at 12 Bankruptcy bldgs, Carey st READ, THOMAS, 1-3 JAMES EDWARD READ, Middlebrough, Coach Builders April 7 at 12 Off Rec, Court chmbs, Albert rd, Middlebrough RICKETTS, CHARLES, Pontycymmer, Glam, Miner April 7 at 12 Off Rec, 117, St. Mary st, Cardiff THOMAS, JAMES, Trelorey, Glam, Greengrocer April 7 at 11.45 Off Rec, St Catherine's chmbs, St Catherine st, Pontypool TURNBULL, ANA FIELDA, Windsor April 8 at 11.30 14, Bedford row WALKER, HORACE, Headingley, Leeds, Clerk April 7 at 11 Off Rec, 24, Bond st, Leeds WELLER, WYNWARD HAMILTON RYDE, Fenchurch st, April 8 at 11 Bankruptcy bldgs, Carey st WHEELER, ELLYN ANNIE, Needham Market, Suffolk, April 8 at 3 Off Rec, 36, Princess st, Ipswich

## ADJUDICATIONS.

AMBROSE, CHARLES, Ship Tavern passage, Leadenhall market, Fruiterman High Court Pet Mar 22 Ord Mar 22 ASTON, WILLIAM ASTBURY, Stafford, Draper Stafford Pet Mar 5 Ord Mar 23 BRADY, GEORGE, Morecambe, Lancs, Bookseller Manchester Pet Mar 23 Ord Mar 23 COLLINS, CHARLES ADOLPHUS ALBERT, Kingsland rd, Engineer, High Court Pet Jan 20 Ord Mar 23 CRAVEN, ABRAHAM, Tredegar, Draper Tredegar Pet Mar 12 Ord Mar 24 CRAVEN, F. B., Doves st, London, High Court Pet Sept 25 Ord Mar 25 DAVIES, RICHARD, Manchester, Music Hall Performer, Salford Pet Mar 24 Ord Mar 24 EMANUEL MORRIS, Billiter st, High Court Pet Feb 25 Ord Mar 25 FRIGHT, PEROT WILLIAM VINCENT, Margate, Engineer Canterbury Pet Mar 9 Ord Mar 24 GARSIDE, JOHN EDWARD, Mosley, Lancs, Shopkeeper Ashton under Lyne Pet Mar 23 Ord Mar 23 GAYFORD, WALTER HENRY, Stratford rd, Kensington, Wine Merchant High Court Pet Feb 26 Ord Mar 24 HALL, JOSEPH, Manchester, Confectioner Manchester Pet Mar 23 Ord Mar 23 HAMER, HARRY, Rothley, Leicester, Grocer Leicester Pet Mar 23 Ord Mar 23 HERMING, ALLEN, Eckington, Worcester, Baker Worcester Pet Mar 17 Ord Mar 23 HEWITT, ALFRED, Leeds, Journeyman Upholsterer Leeds Pet Mar 24 Ord Mar 24 HOLLAND, JOHN EDWIN, Windsor, Butcher Windsor Pet Mar 24 Ord Mar 24 HOUSDEN, SIDNEY GARTON, Powerscroft rd, Clapton, Commercial Traveller High Court Pet Feb 20 Ord Mar 22 JONES, EDWIN, FRANCISCA, Tooting Common, Fruiterer High Court Pet Mar 23 Ord Mar 23 LEVY, EDWARD, Leeds, General Dealer Leeds Pet Mar 23 Ord Mar 23 MANSFIELD, CHARLES ALBERT, Leicester, Travelling Draper Leicester Pet Mar 23 Ord Mar 23 MARSTON, ROBERT JOHNSON, York, Provision Merchant York Pet Mar 24 Ord Mar 24 MORGAN, ARTHUR AUBREY, Southwark Park rd, Bermondsey, Dairymen High Court Pet Feb 1 Ord Mar 22 MOXON, ARTHUR, Hoole, Chester, Boot Maker Chester Pet Mar 22 Ord Mar 22 MUIR, EDWIN NORMAN, and WILLIAM BISSETT MUIR, Southport, Stock Brokers Liverpool Pet Jan 21 Ord Mar 24 NEIBS, JAMES, Fakenham, Norfolk, Builder Norwich Pet Mar 22 Ord Mar 22 PEACOCK, ROBERT BRADLEY, Park pl, Clapham Joinery Manufacturer Wandsworth Pet Mar 1 Ord Mar 22 PEARSON, THOMAS STEPHEN, Chatsworth rd, Clapton, Corn Dealer High Court Pet Mar 23 Ord Mar 23 PETCH, JOSEPH, York, Butcher York Pet Mar 22 Ord Mar 22 PIZZELLI, ERNEST HENRY, Burton rd, Bordesbury Electrotyping High Court Pet Jan 20 Ord Mar 24 PLATT, REGINALD ARTHUR, Barritt's bldgs, Holborn cir Merchant High Court Pet Nov 17 Ord Mar 24

PORTER, HENRY, Liscaid, Chester Birkenhead Pet Mar 1 Ord Mar 20

RAILTON, MARTIN, Broadheath, Chester, Grocer Manchester Pet Mar 22 Ord Mar 22

REID, GEORGE ESKINE, Meghull, nr Liverpool, Insurance Agent Liverpool Pet Feb 15 Ord Mar 23

SCRUTON, FLORENCE CHARLOTTE, Shirley, Southampton Pet Mar 19 Ord Mar 23

SIMMONS, JOHN WILLIAM, Carnforth, Lancs, Baker Croydon Pet Mar 23 Ord Mar 23

SINDEN, ERNEST FRANK, Bilsington, Kent, Farmer Canterbury Pet Mar 24 Ord Mar 24

THOMAS, JAMES, Trelorey, Glam, Greengrocer Pontypool Pet Mar 24 Ord Mar 24

WALKER, HORACE, Headingley, Leeds, Clerk Leeds Pet Mar 20 Ord Mar 20

WELCH, MARY ANN EMSLEY, Forchester gdns High Court Pet Feb 17 Ord Mar 24

WHEELER, ELLYN ANNIE, Needham Market, Suffolk Bury St Edmunds Pet Mar 22 Ord Mar 23

*London Gazette—TUESDAY, Mar. 30.*

## RECEIVING ORDERS.

AUKER, JOHN WILLIAM, Doncaster, Fruiterer Sheffield Pet Mar 25 Ord Mar 25

BAILEY, EMMA, Altringham, Manchester Pet Mar 25 Ord Mar 25

BARKWITH, JOHN THOMAS, Hammersmith rd, Vulcanizing Expert High Court Pet Mar 26 Ord Mar 26

BETHELL, JOHN WILLIAM, Stockbridge, nr Sheffield, Draper Sheffield Pet Mar 26 Ord Mar 26

BIRD, FRANK, Lenton, Nottingham, Journeyman Baker Nottingham Pet Mar 25 Ord Mar 25

BORRETT, JOHN WALTER, East Carlton, Norfolk, Blacksmith Norwich Pet Mar 25 Ord Mar 25

CARLTON, ANNIE, Margate Canterbury Pet Mar 26 Ord Mar 26

CHINTWELL, JOHN WOMBWIDGE, Salop, Licensed Victualler & Shrewsbury Pet Mar 26 Ord Mar 26

COTTRELL, CHARLES, Penrhysweiler, Glam, Collier Aberdare Pet Mar 26 Ord Mar 26

COUSON, JOHN WILLIAM, Skegness, Tobacconist Boston Pet Mar 13 Ord Mar 25

DOWNS, JAMES MANNERS, Oxford st, Cinematograph Agent High Court Pet Jan 8 Ord Mar 26

ELPHINSTONE, J. LOWER SEYMOUR st, High Court Pet Nov 10 Ord Mar 26

EVANS, DAN HARRIES, Eutland st, Knightsbridge High Court Pet Judg 17 Ord Mar 17

FOSTER, A, Belgrave rd, High Court Pet Feb 24 Ord Mar 26

FOX, EVAN, Llanishen, Glam Cardiff Pet Mar 5 Ord Mar 25

GEORGE, HERBERT EDWARD, Sidcup, Kent, Hairdresser Croydon Pet Mar 26 Ord Mar 26

HALL, WALTER, King's rd, Chelsea Furniture Dealer High Court Pet Feb 23 Ord Mar 26

HATTON, MARJORIE, Buckingham Palace rd, High Court Pet Feb 27 Ord Mar 26

HITCHINGS, WILLIAM FREEMAN, Monkton, Pembroke, Painter Pembroke Dock Pet Mar 26 Ord Mar 26

HOOPEL, FREDERICK PETER, Tilbury, Wilts, Builder

MARSHALL, OLIVER, Axbridge, Somerset, Coal Merchant April 7 at 11.30 Off Rec, 26, Baldwin st, Bristol

MARSTON, ROBERT JOHNSON, York, Provision Merchant April 12 at 3 Off Rec, The Red House, Duncombe pl, York

MATTISON, HENRY, Shipley, Photographer Bradford April 8 at 11 Off Rec, 12, Duke st, Bradford

MOLDEN, HENRY, Soberton, Hants, Farmer April 8 at 12 Off Rec, Midland Bank chmbs, High st, Southampton

MOXON, ARTHUR, Hoole, Chester, Boot Maker April 8 at 12 Crypt chmbs, Chester

NEEKS, JAMES, Fakenham, Norfolk, Builder April 7 at 3 Off Rec, 8, King st, Norwich

NIESE, RUDOLPH CARL ALEXANDER, Nottingham, Tailor April 10 at 11 Off Rec, 4 Castle pl, Park st, Nottingham

NUGENT, CHARLES, Moreton in Marsh, Glos, Trainer of Racehorses April 7 at 12 1, St. Alfate's, Oxford

PEACOCK, ROBERT BRADLEY, Park pl, Clapham, Joinery Manufacturer April 7 at 11 132, York rd, Westminster Bridge rd

PETCH, JOSEPH, York, Butcher April 7 at 3 Off Rec, The Red House, Duncombe pl, York

PLANT, HENRY, Cheshire Heath, Stockport, Builder April 9 at 11 Off Rec, Castle chmbs, 6, Vernon st, Stockport

RAILTON, MARTIN, Broadheath, Cheshire, Grocer April 9 at 2.30 Off Rec, Byrom st, Manchester

RICHES, ERNEST JAMES, Dersingham, Norfolk, Boot Repairer April 7 at 12.30 Off Rec, 8, King st, Norwich

SCOTT, SAMUEL ADAM, Milford Haven, Pembrokeshire, Builder April 16 at 11.45 Temperance Hall, Pembrokeshire Dock

SIMMONS, JOHN WILLIAM, Carnforth, Lancs, Baker April 7 at 12 132, York rd, Westminster Bridge rd

WHITAM, ANN, Leeds, Grocer April 7 at 11.30 Off Rec, 24, Bond st, Leeds

WILSON, HORACE HENRY EDWIN, Portsmouth, Leather Merchant April 8 at 3 Off Rec, Cambridge Inn, High st, Portsmouth

WRIGHT, ARTHUR OCTAVIUS, and RALPH WARD, London House, Crutched Friars, Company Directors April 11 at 11 Bankruptcy bldgs, Carey st

O'DOALL, EDWARD VINCENT, Hartshorn, Derby, Farmer April 8 at 11 Off Rec, 12, St Peter's churchyard, Derby

HALL, WALTER, King's rd, Chelsea, Furniture Dealer April 12 at 12 Bankruptcy bldgs, Carey st

HARRISON, ELIAS, Whittington Moor, near Chesterfield, Builder April 16 at 12 Station Hotel, Chesterfield

HATTON, MARJORIE Buckingham Palace rd April 12 at 1 Bankruptcy bldgs, Carey st

HEWITT, ALFRED, Leeds, Journeyman Upholsterer April 7 at 10.30 Off Rec, 24, Bond st, Leeds

HOLLAND, JOHN EDWIN, Windsor, Butcher April 8 at 12 14, Bedford row

HOOPEL, FREDERICK PETER, Tilbury, Wilts, Builder April 8 at 12.30 Salisbury

MARSHALL, OLIVER, Axbridge, Somerset, Coal Merchant April 7 at 11.30 Off Rec, 26, Baldwin st, Bristol

MARSTON, ROBERT JOHNSON, York, Provision Merchant April 12 at 3 Off Rec, The Red House, Duncombe pl, York

MATTISON, HENRY, Shipley, Photographer Bradford April 8 at 11 Off Rec, 12, Duke st, Bradford

MOLDEN, HENRY, Soberton, Hants, Farmer April 8 at 12 Off Rec, Midland Bank chmbs, High st, Southampton

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RAILTON, MARTIN, Broadheath, Cheshire, Grocer April 9 at 2.30 Off Rec, Byrom st, Manchester

RICHES, ERNEST JAMES, Dersingham, Norfolk, Boot Repairer April 7 at 12.30 Off Rec, 8, King st, Norwich

SCOTT, SAMUEL ADAM, Milford Haven, Pembrokeshire, Builder April 16 at 11.45 Temperance Hall, Pembrokeshire Dock

SIMMONS, JOHN WILLIAM, Carnforth, Lancs, Baker April 7 at 12 132, York rd, Westminster Bridge rd

WHITAM, ANN, Leeds, Grocer April 7 at 11.30 Off Rec, 24, Bond st, Leeds

WILSON, HORACE HENRY EDWIN, Portsmouth, Leather Merchant April 8 at 3 Off Rec, Cambridge Inn, High st, Portsmouth

WRIGHT, ARTHUR OCTAVIUS, and RALPH WARD, London House, Crutched Friars, Company Directors April 11 at 11 Bankruptcy bldgs, Carey st

## ADJUDICATIONS.

ATTWOOD, RUDKIN JOHN, and HENRY FREDERICK LACEY, Plaistow, Essex, Drapers, High Court Pet Mar 8 Ord Mar 27

AUKER, JOHN WILLIAM, Doncaster, Fruiterer Sheffield Pet Mar 25 Ord Mar 25

BAILEY, EMMA, Altringham, Manchester Pet Mar 25 Ord Mar 25

BARKWITH, JOHN THOMAS, Hammersmith rd, Vulcanizing Expert High Court Pet Mar 25 Ord Mar 25

BETHELL, JOHN WILLIAM, Stockbridge, nr Sheffield, Draper Sheffield Pet Mar 25 Ord Mar 25

BIRD, FRANK, Lenton, Nottingham, Journeyman Baker Nottingham Pet Mar 25 Ord Mar 25

BORRETT, JOHN WALTER, East Carlton, Norfolk, Blacksmith Norwich Pet Mar 25 Ord Mar 25

BRENCHLEY, HENRY ERMANUEL, Crewe, Furniture Manufacturer Nantwich and Crewe Pet Mar 8 Ord Mar 25

CARLTON, ANNIE, Margate Canterbury Pet Mar 26 Ord Mar 26

CHETWELL, JOHN, Wombridge, Salop, Licensed Victualler Shrewsbury Pet Mar 26 Ord Mar 26

COTTRELL, CHARLES, Penrhysweiler, Glam, Collier Aberdare Pet Mar 26 Ord Mar 26

DAVIS, ALBERT ARTHUR, Birmingham, Motor Cycle Dealer Birmingham Pet Mar 19 Ord Mar 25

HARRISON, ELIAS, Whittington Moor, nr Chesterfield, Builder Chesterfield Pet Mar 25 Ord Mar 25

HITCHINGS, WILLIAM FREEMAN, Monkton, Pembrokeshire, Painter Pembroke Dock Pet Mar 26 Ord Mar 26

HOOPEL, FREDERICK PETER, Tisbury, Wilts, Builder Salisbury Pet Mar 25 Ord Mar 25

MATTISON, HENRY, Shipley, Photographer Bradford Pet Mar 27 Ord Mar 27

MOLDON, HENRY, Soberton, Hants, Farmer Southampton Pet Mar 25 Ord Mar 25

OLDMAN, ALICE, Burnley, Lancs, Baker Pet Mar 26 Ord Mar 26

PETERS, CHARLES WILLIAM, Eastcheap bldgs, Eastcheap Merchant High Court Pet Feb 27 Ord Mar 26

RILEY, SAMUEL JAMES BARTLETT, Nottingham, Warehouseman Nottingham Pet Mar 26 Ord Mar 26

SILVER, MARTIN ALBERT, Cadogan sq, Financier High Court Pet Oct 22 Ord Mar 25

SMITH, ALFONSO FRANCIS AUSTIN, Green st, Park in High Court Pet Dec 16 Ord Mar 25

WALTERS, EDITH MARY, Southport Liverpool Pet Mar 25 Ord Mar 25

WELLER, WYNFORD HAMILTON RYDE, Fenchurch st High Court Pet May 20 Ord Mar 27

WILLIAMS, CHARLES HORACE, Devonport, Marine Store Dealer Plymouth Pet Mar 26 Ord Mar 26

WILSON, EMILY ELIZABETH, Aylesbury Aylesbury Pet Nov 25 Ord Mar 27

WITHERS, THOMAS, Halesowen, Worcestershire, Fruit Merchant Stourbridge Pet Mar 10 Ord Mar 27

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